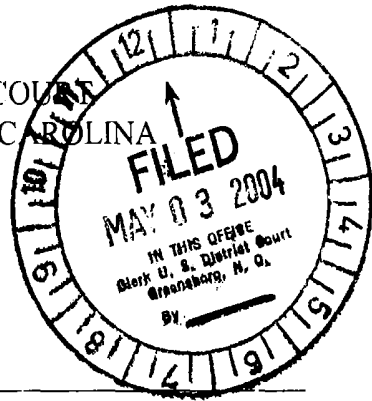


D/KW

IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF NORTH CAROLINA



JOHN BUSSIAN,

Plaintiff,

vs.

Cause No. \_\_\_\_\_

DAIMLERCHRYSLER CORPORATION;  
DAIMLERCHRYSLER AG;  
DAIMLERCHRYSLER MOTORS  
COMPANY OF DELAWARE LLC; and  
DAIMLERCHRYSLER NORTH  
AMERICA HOLDING CORPORATION,

Defendants.

**1:04CV00387**

**NOTICE OF REMOVAL**

This Notice of Removal is filed on behalf of DaimlerChrysler Corporation, DaimlerChrysler Motors Company of Delaware LLC, and DaimlerChrysler North America Holding Corporation.<sup>1</sup>

**BACKGROUND**

1. On or about March 5, 2004, Plaintiff John Bussian ("Plaintiff") filed a putative 49 state class action against DaimlerChrysler AG and DaimlerChrysler North America Holding Corporation in the General Court of Justice, Durham County, North Carolina, entitled *John Bussian vs. DaimlerChrysler AG and DaimlerChrysler North America Holding Corporation*, No. 4CV01095. That Complaint was served on DaimlerChrysler North America Holding Corporation by mail, postmarked March 8, 2004. The initial Complaint was not removable

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<sup>1</sup>DaimlerChrysler AG, a foreign corporation with no offices in the United States, has not yet been served with process. The served Defendants are all separate entities, none of which are authorized to accept service for DaimlerChrysler AG.

based on the allegations made therein. (A copy of the Complaint and summons is attached hereto as Exhibit A).

2. On April 5, 2004, Plaintiff filed his "First Amended Class Action Complaint" in state court, adding DaimlerChrysler Corporation and DaimlerChrysler Motors Company of Delaware LLC as additional defendants, and requesting, for the first time, equitable relief.

3. Plaintiff's First Amended Class Action Complaint was served on DaimlerChrysler Corporation, DaimlerChrysler Motors Company of Delaware LLC, and DaimlerChrysler North America Holding Corporation, by mail postmarked April 5, 2004. (Copies of the First Amended Class Action Class Action Complaint, together with the summons served, are attached hereto as Exhibit B).

4. Plaintiff filed his First Amended Complaint on behalf of himself and a putative class defined as "[a]ll individuals and entities throughout the United States, excepting the State of Wisconsin, that have owned, own, leased, lease or otherwise acquired Dodge Durango sports utility vehicles from the model years 1998 through 2003." (First Amended Class Action Complaint ("Am. Comp."), ¶ 39).

5. In his Complaint, Plaintiff alleges that the vehicles owned by the class are defective in that "the control arm and the ball joint on the front suspension design are faulty, inferior, and prone to sudden failure." (Am. Comp. ¶ 3). Plaintiff alleges that Defendants have "failed to acknowledge or notify the public" of these alleged defects. "nor have Defendants voluntarily recalled or repaired these defective parts." (Am. Comp. ¶ 30). Plaintiff also alleges that he and the members of the putative class have no adequate remedy at law. (Am. Comp. ¶ 54).

6. Plaintiff seeks relief under theories of: Breach of Express Warranty (Count I); Breach of Implied Warranty of Merchantability (Count II); and for Magnuson-Moss Warranty Act Violations (Count III). (Am. Comp. ¶¶ 55-79). Plaintiff seeks various forms of relief, including: “an award of actual damages in an amount above \$10,000, to be proven at trial, and the establishment of a common fund”; “[a]ll remedies, including equitable relief, as may be permitted pursuant to the Magnuson-Moss warranty [sic] Act”; and, of course, attorneys’ fees. (Am. Comp., Relief Requested).

### **CONSTITUTIONALLY AUTHORIZED RIGHT TO REMOVAL**

7. Under 28 U.S.C. § 1441, Congress has granted defendants the statutory right to remove a case from a state court to a United States district court where that case could have originally been filed. This grant is authorized by Article III, Section 2 of the United States Constitution, which extends judicial power of the federal courts to controversies “between citizens of different states.” U.S. Const. Art. III; 28 U.S.C. § 1332.

8. Removal is proper in this case as this Court has original jurisdiction of this action under 28 U.S.C. § 1332. There is complete diversity of citizenship between the parties and the amount in controversy, exclusive of interests and costs, exceeds \$75,000. *See* 28 U.S.C. § 1441. Furthermore, under 28 U.S.C. § 1367, this Court has jurisdiction over the claims of those class members whose claims do not exceed \$75,000 (if any). *See Rosmer v. Pfizer Inc.*, 263 F.3d 110 (4th Cir. 2001).

### **BASIS FOR FEDERAL COURT JURISDICTION**

9. Plaintiff is a citizen of the State of North Carolina. (Am. Comp. ¶ 9).

10. DaimlerChrysler Corporation is a citizen of the State of Delaware where it is incorporated, and the State of Michigan where its principal place of business is located. (Am. Comp. ¶ 10).

11. DaimlerChrysler AG is a citizen of the Federal Republic of Germany with no office located in the United States. (Comp. ¶ 11).

12. DaimlerChrysler Motors Company of Delaware, LLC is a citizen of the State of Delaware where it is incorporated, and the State of Michigan where its principal place of business is located. (Am. Comp. ¶ 12).

13. DaimlerChrysler North America Holding Corporation is a citizen of both Delaware, where it is incorporated, and Michigan, where its principal place of business is located. (Comp. ¶ 13).

14. In this District, when a defendant removes a case based on 28 U.S.C. § 1332, and the parties are of diverse citizenship, jurisdiction exists if a preponderance of the evidence indicates that the amount in controversy exceeds \$75,000. Dash v. FirstPlus Home Loan Trust 1996-2, 248 F.Supp.2d 489, 497 (M.D.N.C. 2003) (citing Michael v. Bayer Corp., No. 1:01CV1106, 2003 WL 151850 at \*3 (M.D.N.C. Jan. 8, 2003); Turner v. CTS Con-Way Transp. Servs., No. 1:98CV00624, 1999 WL 1939243 at \*1 (M.D.N.C. Apr. 28, 1999)).

15. In determining whether the amount in controversy exceeds this Court's jurisdictional threshold, "[e]ven if no single claim is for an amount in excess of [the required jurisdictional amount], if the aggregate of all claims is in excess of [the required amount], jurisdiction exists for each count." Griffin v. Red Run Lodge, Inc., 610 F.2d 1198, 1204 (4th Cir. 1979); see also Klepper v. First American Bank, 916 F.2d 337, 341 (6th Cir. 1990) ("It is well established that claims can be aggregated to satisfy the jurisdictional amount requirement"). That

is, all of the claims asserted by a single plaintiff are considered together when determining whether the requisite amount in controversy is met. Id.

16. In the Fourth Circuit, when a plaintiff seeks equitable/injunctive relief, “the amount in controversy is the pecuniary result to *either party* which that judgment would produce.” Government Employees Insurance Co. v. Lally, 327 F.2d 568, 569 (4th Cir. 1964) (emphasis added); *see also* Liberty Mutual Fire Insurance Co. v. Hayes, 122 F.3d 1061 (4th Cir. 1997) (Table Only), 1997 WL 568673 \*3 (noting that “[i]n determining the value of the object of litigation” for purposes of determining the “amount in controversy,” the Fourth Circuit “has employed the ‘either party approach,’ examining the potential pecuniary effect that a judgment would have on either party to the litigation” (citation omitted)).

17. Here, the “amount in controversy” requirement of 28 U.S.C. § 1332 is satisfied by Plaintiff’s request for an award of actual damages, plus “[a]ll remedies, including equitable relief, as may be permitted ...” (Am. Comp., Relief Requested). The equitable relief requested by Plaintiff could take many forms, including a request for an injunction compelling Defendants to replace the “control arm” and “ball joints” on all Durango vehicles with new, differently designed components, and/or a request that Defendants engage in some type of a public notification campaign related to the alleged defect. *See, e.g., Lieb v. American Motors Corp.*, 538 F.Supp. 127, 134 (S.D.N.Y. 1982) (noting that the Magnuson-Moss Warranty Act “does not limit equitable relief in private suits to repair, replacement, or refund,” and that, under the Act, a party can seek an injunction mandating that a defendant affix warning stickers to motor vehicles and/or that the defendant notify owners of alleged vehicle defects). Indeed, in two consolidated

cases virtually identical to this one, this is exactly what the plaintiffs requested.<sup>2/</sup> See Zeqiri v. DaimlerChrysler AG, Case No. 03-C-0852 (E.D.Wis. April 9, 2004).<sup>3/</sup> And, based on these allegations the court in Zeqiri held that the amount in controversy requisite was satisfied. Id. The plaintiffs in other unrelated vehicle defect cases have requested similar types of equitable relief. See, e.g., In re Ford Motor Co. Bronco II Prod. Liab. Litig., 1995 WL 714441 \*2 (E.D.La. 1995) (in case alleging defects in motor vehicle, court noted: "Plaintiffs seek a variety of equitable and damages relief, including ... an injunction requiring Ford to provide public notice that the Bronco II contains a latent, dangerous defect or to recall or retrofit all Bronco IIs").

18. Plaintiff's request for "all" available equitable relief is sufficient to satisfy this Court's jurisdictional threshold because the remedies implicated by such a request would impose on Defendants costs exceeding \$75,000, even if just one aspect of equitable relief was awarded to just the named Plaintiff. See Affidavit of Stephen L. Williams, attached hereto as Exhibit D. And, the fact that Plaintiff prays for "an award of actual damages" in addition to this requested "equitable relief" makes clear that this Court's jurisdictional threshold is satisfied. Indeed, at least one court has found that in class actions involving an alleged vehicle defect the requisite amount in controversy for exercise of federal jurisdiction is satisfied based solely on the costs associated with assembling a list of vehicle owners and mailing notice to them. Miller v. General Motors Corp., 2002 WL 31375526 \*1 fn.1 (N.D.Ill. 2002).

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<sup>2/</sup>After removal, in an unsuccessful effort to defeat removal, the plaintiffs in Zeqiri amended their complaint and removed their request for injunctive relief in the form of an order compelling the defendants "to repair the defective upper ball joint on Dodge Durangos from the model years 1998 to 2003," and compelling the defendants to "institute, at their own cost, an awareness campaign to alert the Class of the defect in and the dangers associated with, the Dodge Durango."

<sup>3/</sup>A copy of the opinion in Zeqiri is attached hereto as Exhibit C.

### **REMOVAL IS PROPER**

19. DaimlerChrysler Corporation, DaimlerChrysler Motors Company of Delaware LLC, and DaimlerChrysler North America Holding Corporation were served with Plaintiff's First Amended Class Action Complaint by mail, postmarked April 5, 2004; therefore, this Notice of Removal is timely filed within thirty (30) days after receipt of the First Amended Class Action Complaint (the first pleading evidencing that removal was proper), and is timely filed within one (1) year of the filing of the original Complaint. 28 U.S.C. § 1446(b).

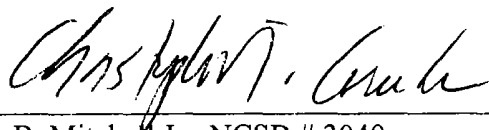
20. This Court, therefore, has original jurisdiction over all claims pursuant to 28 U.S.C. § 1332, and/or supplemental jurisdiction pursuant to 28 U.S.C. § 1367(a). Accordingly, removal of this action to this Court is proper pursuant to 28 U.S.C. § 1441.

18. The United States District Court for the Middle District of North Carolina is the federal judicial district embracing the General Court of Justice for Durham County, North Carolina where this suit was originally filed. Venue is, therefore, proper in this Court under 28 U.S.C. § 110.

FOR RELIEF DaimlerChrysler Corporation, DaimlerChrysler Motors Company of Delaware LLC, and DaimlerChrysler North America Holding Corporation respectfully request that this cause be removed from the General Court of Justice for Durham County, North Carolina, that this Court exercise jurisdiction over this matter, and that this Court grant all other appropriate relief.

This the 3 day of <sup>May</sup> April, 2004.

**WOMBLE CARLYLE SANDRIDGE & RICE, PLLC**

By:   
Burley B. Mitchell Jr. NCSB # 3040  
Christopher T. Graebe NCSB # 17416  
2100 First Union Capitol Center  
150 Fayetteville Street Mall  
P.O. Box 831  
Raleigh, North Carolina 27602  
(919) 755-2100  
Facsimile: (919) 755-2150

and

**BRYAN CAVE LLP**

Charles A. Newman  
Kathy A. Wisniewski  
One Metropolitan Square  
St. Louis, Missouri 63102  
(314) 259-2000  
Facsimile: (314) 259-2020

Attorneys for DaimlerChrysler Corporation  
DaimlerChrysler Motors Company of Delaware LLC, and  
DaimlerChrysler North America Holding Corporation

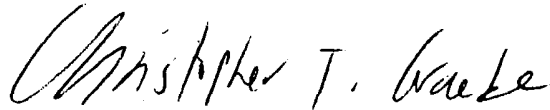


**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true and correct copy of the Notice of Removal was forwarded, via first class mail, postage prepaid, this 3 day of ~~April~~<sup>May</sup>, 2004, to:

David M. Clark  
Jonathan Wall  
John F. Bloss  
CLARK BLOSS & WALL, PLLC  
125 South Elm Street; Suite 600  
P.O. Box 1349  
Greensboro, NC 27402-1349

Attorneys for Plaintiff



\_\_\_\_\_  
Christopher T. Graebe

ATTACHMENT/EXHIBIT \_\_\_\_\_



CT System

**Service of Process Transmittal Form**  
Raleigh, North Carolina

03/09/2004

Via Federal Express (2nd Day)

TO: Holly Leese Attorney  
DaimlerChrysler Corporation  
Office Of General Counsel  
1000 Chrysler Drive  
CIMS 485-14-78  
Auburn Hills, MI 48326-2766

Phone: (248) 512-3961 ex.  
FAX: (248) 512-4196  
EMAIL: HEL@DAIMLERCHRYSLER.COM

RE: **PROCESS SERVED IN NORTH CAROLINA**

FOR DaimlerChrysler North America Holding Corporation Domestic State: De

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

1. TITLE OF ACTION: John Bussian, Pltf. vs DaimlerChrysler AG and DaimlerChrysler North America Holding Corporation, Defts
2. DOCUMENT(S) SERVED: Atty's Letter, Summons, Complaint
3. COURT: Superior Court of Durham County, NC  
Case Number 04CVS1095
4. NATURE OF ACTION: Breach of Warranties
5. ON WHOM PROCESS WAS SERVED: CT Corporation System, Raleigh, North Carolina
6. DATE AND HOUR OF SERVICE: By Certified mail on 03/09/2004 with Postmarked Date 03/08/2004
7. APPEARANCE OR ANSWER DUE: Within 30 days
8. ATTORNEY(S): Jonathan Wall  
Clark Bloss & Wall  
125 South Elm Street  
Greensboro, Nc 27401
9. REMARKS: i-Note sent 03/09/2004 to HEL@DAIMLERCHRYSLER.COM

OFFICE OF THE GENERAL COUNSEL  
DAIMLERCHRYSLER CORPORATION  
2004 MAR 11 PM 12:45  
BY MAIL/REG. AGENT  
SEC. OF STATE/PROCESS SERVER

SIGNED CT Corporation System  
PER Ron M. Strickland /MR  
ADDRESS 225 Hillsborough Street  
Raleigh, NC 27603  
SOP WS 0006131053

Information contained on this transmittal form is recorded for CT Corporation System's record keeping purposes only and to permit quick reference for the recipient. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information that can be obtained from the documents themselves. The recipient is responsible for interpreting the documents and for taking the appropriate action.

**CLARK BLOSS & WALL, PLLC**

Attorneys at Law  
Suite 600  
125 South Elm Street  
Greensboro, North Carolina 27401

David M. Clark  
John F. Bloss\*  
Jonathan Wall†  
James E. Tanner, III

March 8, 2004

\* Also Admitted in VA  
† Also Admitted in DC

Mailing Address:  
P.O. Box 1349  
Greensboro, NC 27402-1349

Telephone (336) 275-7275  
Facsimile (336) 275-7276  
e-mail: cbw@cbw-law.com

DaimlerChrysler North America Holding Corp.  
Attn: Officer, Agent, or Director  
1000 Chrysler Drive  
Auburn Hills, MI 48326

**Re: *John Bussian v. DaimlerChrysler AG, and Daimler Chrysler North America Holding Corporation***  
**Durham County (North Carolina) Superior Court, File No. 4-CV-01095**

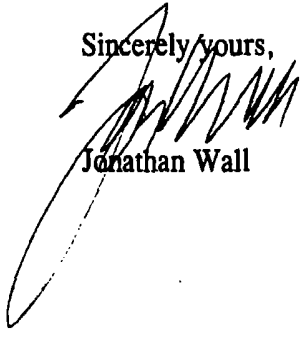
Dear Officer, Agent, or Director:

Enclosed please find a Summons and Complaint filed Friday, March 5, 2004, in Durham County (North Carolina) Superior Court.

We are also serving a copy of the Summons and Complaint on your registered agent for service here in North Carolina, CT Corporation in Raleigh. Please advise if you would like us to forward a copy of the Summons and Complaint to local counsel; also, please advise at your earliest convenience whether local counsel would be willing to accept service on behalf of DaimlerChrysler AG.

Thank you.

Sincerely yours,

  
Jonathan Wall

enclosures

cc: John Bussian  
CT Corporation

6/13/03

## STATE OF NORTH CAROLINA

File No. **4CV 01035**DURHAM County**FILED**

In The General Court of Justice

☐ District ☒ Superior Court DivisionName of Plaintiff  
**JOHN BUSSIAN**

2004 MAR -5 PM 5:16

Address

DURHAM COUNTY, C.S.C.

City, State, Zip

BY hcl**CIVIL SUMMONS**☐ Alias and Pluries Summons

G.S. 1A-1, Rules 3, 4

**VERSUS**

Name of Defendant(s)

**DAIMLERCHRYSLER AG, and DAIMLERCHRYSLER  
NORTH AMERICA HOLDING CORPORATION**

Date Original Summons Issued

Date(s) Subsequent Summon(es) Issued

**To Each of The Defendant(s) Named Below:**

Name And Address of Defendant 1

**DaimlerChrysler North America Holding Corporation  
Attn: Officer, Agent, or Director  
1000 Chrysler Drive  
Auburn Hills, Michigan 48326**

Name And Address of Defendant 2

**A Civil Action Has Been Commenced Against You!**

You are notified to appear and answer the complaint of the plaintiff as follows:

1. Serve a copy of your written answer to the complaint upon the plaintiff or plaintiff's attorney within thirty (30) days after you have been served. You may serve your answer by delivering a copy to the plaintiff or by mailing it to the plaintiff's last known address, and
2. File the original of the written answer with the Clerk of Superior Court of the county named above.

If you fail to answer the complaint, the plaintiff will apply to the Court for the relief demanded in the complaint.

Name And Address of Plaintiff's Attorney (If None, Address of Plaintiff)

**Jonathan Wall, Attorney  
Clark Bloss & Wall, PLLC  
125 S. Elm Street, Suite 600  
Greensboro, NC 27401**

(336) 275-7275

Date Issued

3-5-05

Time

5:16

☐ AM☒ PM

Signature

H. C. Landis☒ Deputy CSC☐ Assistant CSC☐ Clerk of Superior Court☐ **ENDORSEMENT**

This Summons was originally issued on the date indicated above and returned not served. At the request of the plaintiff, the time within which this Summons must be served is extended sixty (60) days.

Date of Endorsement

Time

☐ AM☐ PM

Signature

☐ Deputy CSC☐ Assistant CSC☐ Clerk of Superior Court

**NOTE TO PARTIES:** Many Counties have **MANDATORY ARBITRATION** programs in which most cases where the amount in controversy is \$15,000 or less are heard by an arbitrator before a trial. The parties will be notified if this case is assigned for mandatory arbitration, and, if so, what procedure is to be followed.

AOC-CV-100, Rev. 10/01

© 2001 Administrative Office of the Courts

(Over)

**RETURN OF SERVICE**

I certify that this Summons and a copy of the complaint were received and served as follows:

**DEFENDANT 1**

Date Served	Time Served <input type="checkbox"/> AM <input type="checkbox"/> PM	Name of Defendant
-------------	--	-------------------

- ☐ By delivering to the defendant named above a copy of the summons and complaint.
- ☐ By leaving a copy of the summons and complaint at the dwelling house or usual place of abode of the defendant named above with a person of suitable age and discretion then residing therein.
- ☐ As the defendant is a corporation, service was effected by delivering a copy of the summons and complaint to the person named below.

Name And Address of Person With Whom Copies Left (if corporation, give title of person copies left with)

☐ Other manner of service (specify)

☐ Defendant WAS NOT served for the following reason:

**DEFENDANT 2**

Date Served	Time Served <input type="checkbox"/> AM <input type="checkbox"/> PM	Name of Defendant
-------------	--	-------------------

- ☐ By delivering to the defendant named above a copy of the summons and complaint.
- ☐ By leaving a copy of the summons and complaint at the dwelling house or usual place of abode of the defendant named above with a person of suitable age and discretion then residing therein.
- ☐ As the defendant is a corporation, service was effected by delivering a copy of the summons and complaint to person named below.

Name And Address of Person With Whom Copies Left (if corporation, give title of person copies left with)

☐ Other manner of service (specify)

☐ Defendant WAS NOT served for the following reason.

Service Fee Paid \$	Signature of Deputy Sheriff Making Return
Date Received	Name of Sheriff (Type or Print)
Date of Return	County of Sheriff

FILED

NORTH CAROLINA

DURHAM COUNTY

2004 MAR -5 PM 5:14  
DURHAM COUNTY C.S.C.

GENERAL COURT OF JUSTICE  
SUPERIOR COURT DIVISION  
FILE NO.

**4CV-01095**

JOHN BUSSIAN,

Plaintiff

v.

DAIMLERCHRYSLER AG, and  
DAIMLERCHRYSLER NORTH  
AMERICA HOLDING CORPORATION,  
Defendants

BY \_\_\_\_\_ )

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**CLASS ACTION**  
**COMPLAINT**

**INTRODUCTION**

1. Plaintiff John Bussian brings this action on behalf of himself and a Plaintiff Class (the "Class") consisting of all persons and entities in the United States, except within the state of Wisconsin, who own or lease, or have owned or leased, a Dodge Durango sports utility vehicle, model years 1998 through 2003 (the "Class Period"). Plaintiff brings this action against DaimlerChrysler AG and DaimlerChrysler North America Holding Corporation, which (a) designed and manufactured the Dodge Durango sports utility vehicles, model years 1998 through 2003; (b) designed, manufactured, marketed and sold in to the stream of commerce Dodge Durango sports utility vehicles, model years 1998 through 2003; and (c) provided specifications for and performed tests on the Dodge Durango sports utility vehicles, model years 1998 through 2003, and specifically the control arm and the upper ball joint on the Dodge Durango.

2. Because of its design and/or manufacture, the 1998 through 2003 Dodge Durangos (the "defective Dodge Durangos") are inherently defective in that the control arm

and the ball joint on the front suspension design are faulty, inferior, and prone to sudden failure.

3. As a result of the inherent control arm and ball joint defects in the defective Dodge Durangos, those vehicles have an unreasonably dangerous propensity to suffer premature control arm and ball joint failure, which results in the separation of the front wheels and/or the collapse of the front suspension.

4. The sudden and immediate failure of the control arm and the ball joint on Dodge Durangos results in a complete loss of vehicle control and poses serious hazards to drivers and passengers, as well as to other motorists who may be unable to safely maneuver around a failed Dodge Durango.

5. Defendants were, and remain, aware of these inherent defects in the Dodge Durango for the model years 1998 through 2003.

6. Defendants, despite considerable notice of these defects, have refused to take any corrective action and remedy these serious defects, and they are liable to Plaintiff and the Class for breaches of warranty, including (1) breach of express warranty under § 25-2-313 of the North Carolina General Statutes (and the parallel provisions of the Uniform Commercial Code contained in all other states' statutory codes); and (2) breach of the implied warranty of merchantability under N.C.G.S. § 25-2-314 (and the parallel provisions of the Uniform Commercial Code contained in all other states' statutory codes); and (3) violation of the Magnuson Moss Warranty statute as alleged below.

#### JURISDICTION

7. The North Carolina State Superior Court has jurisdiction over this action pursuant to Article I, § 18 and Article IV of the North Carolina Constitution. Plaintiff seeks



damages on behalf of himself and all others similarly situated. Personal jurisdiction over Defendants is proper because the Defendants conduct extensive, regular, and continuous business contacts within the State of North Carolina. During the relevant time period, Defendants conducted sufficient business in, had sufficient contact with, and intentionally availed themselves of the laws and markets of North Carolina through the promotion, sale, marketing, distribution and operation of their products and services, as to render exercise of jurisdiction by North Carolina courts proper. Plaintiff's and each Class member's claims do not exceed \$75,000, inclusive of interests and costs, and no federal statute or regulation is implicated.

#### VENUE

8. Venue is proper in this Court because (a) Plaintiff is a resident of Durham County; (b) some of the herein described injuries occurred in Durham County, North Carolina; (c) some of the acts and transactions described herein occurred within this county; and (d) the Defendants conduct business in Durham County, North Carolina, by advertising, soliciting, selling, marketing, and/or warranting here the Dodge Durango sports utility vehicles from the model years 1998 through 2003.

#### PARTIES

9. Plaintiff Bussian is a North Carolina citizen who resides in Durham County, North Carolina and purchased a defective Dodge Durango.

10. Defendant DaimlerChrysler AG is a business entity organized under the law of the Federal Republic of Germany with its headquarters located at EPPLESTRASSE 225, 70567 STUTTGART, GERMANY.

11. Defendant DaimlerChrysler North America Holding Corporation is a 100% wholly-owned subsidiary of DaimlerChrysler AG, is organized under the laws of the State of Delaware, with its headquarters located at 1000 Chrysler Drive, Auburn Hills, Michigan. DaimlerChrysler North America Holding Corporation is the main United States operating subsidiary of DaimlerChrysler AG, and manufactured and manufactures the Defective Dodge Durango, and is the agent of DaimlerChrysler AG in the United States. Hereinafter all Defendants shall be collectively referred to as "DaimlerChrysler," unless otherwise specifically identified.

#### SUBSTANTIVE ALLEGATIONS

12. DaimlerChrysler develops, manufactures, distributes and sells a wide range of automotive products, mainly passenger cars, light trucks, and commercial vehicles. Among its five business segments, DaimlerChrysler's main automotive segments are the 'MERCEDES CAR GROUP" and the 'CHRYSLER GROUP."

13. Defendants manufacture the Dodge Durango and offer it for sale through the Chrysler Group and its dealers, and as such, Defendants deal in automobiles and they hold themselves out as having knowledge and skill in the design and manufacture of automobiles.

14. According to its Annual Report on Form 20-F for fiscal 2002: "On May 7, 1998, Daimler-Benz Aktiengesellschaft and Chrysler Corporation entered into an agreement to combine their businesses. The stockholders of each company approved the agreement on September 18, 1998. Chrysler became a wholly owned subsidiary of DaimlerChrysler AG through a merger transaction completed on November 12, 1998."

15. DaimlerChrysler brand automobiles are sold throughout the United States. According to its Annual Report on Form 20-F for fiscal 2002, the Chrysler Group

products, which includes the Dodge Durango, are distributed as follows, "In the United States, we distribute our Chrysler, Jeep-Registered Trademark, and Dodge products through 4,234 dealers at December 31, 2002, compared to 4,320 dealers at December 31, 2001. ..."

16. According to its Annual Report on Form 20-F for fiscal 2002, DaimlerChrysler describes the Dodge Durango sports utility vehicle as follows: "The Dodge Durango, a five-to-eight-passenger sport utility vehicle, was derived from the Dakota platform and competes in the full-size sport utility segment. The Durango is available with a 4.7-liter or 5.9-liter V-8 engine, packaged in the bold, Dodge Ram-inspired exterior."

17. At all times relevant, Defendants designed, manufactured, tested, warranted, advertised, and sold the Dodge Durango sports utility vehicle at issue here to hundreds of thousands of consumers throughout the United States.

18. According to its Annual Report on Form 20-F for fiscal world-wide unit sales of the Dodge Durango were as follows: 2002 - 122,200, 2001 - 132,600, and 2000 - 180,900. According to an Associated Press report dated July 21, 2003, there are approximately 450,000 Dodge Durangos from the model years 1998 to 2003 on the roads of the United States.

19. According to its website, [www.dodge.com](http://www.dodge.com), DaimlerChrysler made the following representations and warranties with respect to the Dodge Durango sports utility vehicle:

General

Dodge power, innovation and long-lasting capability is what the 2003 Durango is all about. From its best-in-class\* torque, to its best-in-class\* towing, to best-in-class\* seating, - to its best-in-class 7/70 standard powertrain warranty, Durango will gladly tackle whatever you put it through for years to come.

[\*\*\*]

## Towing

Best-in-class\* towing isn't something to take lightly. With the kind of power generated from Durango's strong Magnum® engines and the no-holds-barred toughness of the frame, this SUV can tow plenty.

[\*\*\*]

## Safety

Feeling secure in your vehicle is one of the most important purchase decisions you make. You can always count on Durango to get you through the tough situations and of course, to never break down in the beginning of a horror movie. Some of its security features include:

- \* Sentry Key Engine Immobilizer
- \* Rigid box frame
- \* Skid Plate Group (4x4 models)
- \* New four-wheel disc brakes with rear-wheel ABS

20. DaimlerChrysler also issues a warranty on the Dodge Durango sports utility vehicle, which covers 7 years or 70,000 miles on the powertrain, "the hardest working parts of our vehicle," in addition to its 3-year or 36,000 mile "Bumper-to-Bumper limited warranty."

21. According to the website, [www.dodge.com](http://www.dodge.com), the starting price of the Sports Durango, the lowest priced model, is \$27,655 and the starting price of the Durango R/T, the highest priced model, is \$39,470.

22. The Defective Dodge Durango for the model years 1998 through 2003 had an has an inherent ball joint and control arm defect and an unreasonably dangerous propensity to suffer premature ball joint failure, which results in the separation of the front wheels and/or the collapse of the front suspension. According to the Associated Press report dated July 21, 2003,

WASHINGTON (AP) - The government is investigating an alleged defect on the

Dodge Durango that has led some drivers to lose control of their vehicles, according to documents released Monday.

The National Highway Traffic Safety Administration says four drivers have reported the failure of an upper ball joint on the Durango's front suspension. In two of those cases, the front wheels separated from the Durango. In the other two cases, the front suspension collapsed. All four drivers lost control of their vehicles, although no injuries were reported.

NHTSA also said it has received 81 complaints alleging that the front suspension ball joints are wearing out prematurely.

NHTSA is investigating Durangos from model years 1998 through 2003. There are 450,000 Durangos on the road from those years.

The agency will seek more information from DaimlerChrysler AG before deciding whether to upgrade the investigation. A spokeswoman for DaimlerChrysler didn't immediately return a telephone message left Monday.

23. Contrary to their representations, Defendants failed to adequately research, design, test and/or manufacture the Dodge Durango sports utility vehicle before warranting, advertising, marketing and selling it, for the model years 1998 through 2003, as suitable and safe for use in an intended and/or reasonably foreseeable manner.

24. Defendants advertised and marketed the Dodge Durango sports utility vehicles as premium quality ("Best in Class") sports utility vehicles that were safe and appropriate for their intended and foreseeable use.

25. Defendants advertised, marketed, warranted, and sold through the stream of commerce to the Plaintiff and Class the Dodge Durango sports utility vehicles that Defendants knew or reasonably should have known were dangerously defective, and otherwise would not perform in accordance with the Plaintiff's and Class members' reasonable expectations that the vehicles would not suffer an inherent, disabling defect, and that the vehicles would be safe and suitable for their intended and foreseeable use.

26. Defendants expressly warranted the affected Dodge Durango sports utilities vehicles to be free from defects in materials or workmanship for a period of 36 months or 36,000 miles.

27. Buyers, lessees, and other owners of the Dodge Durango sports utility vehicle were without access to the information concealed by Defendants as described herein, and therefore reasonably relied on Defendants' representations and warranties regarding the quality, durability and other material characteristics of their vehicles. Had these buyers and lessees known of the defect and the danger, they would have taken steps to avoid that danger and/or would have paid less for their vehicles than the amounts they actually paid, or would not have purchased the vehicles.

28. By concealing the safety risks associated with the vehicles, Defendants have forced consumers to bear the risk of injury to persons and property as a result of control arm and ball joint failure, as well as the financial loss associated with the diminished value of their vehicles. Had Defendants revealed this information, consumers would not buy or lease, or would pay substantially less for, vehicles equipped with defective control arms and ball joints.

29. As a result of Defendants' misconduct, Plaintiff and the Class have suffered actual damages in that their Dodge Durango from the model years 1998 through 2003 are dangerous and hazardous to drive, resulting in loss of use, costly repairs, and substantially diminished value, including, without limitation, diminished resale value. Plaintiff and the Class would not have purchased the vehicles had they known them to be dangerously defective and unfit for their intended purpose.

30. The cost to repair the defective and dangerous control arm and ball joints will vary with vehicle, geographic location, and dealer/mechanic; however, it is expected to be

between \$750.00 and \$1,200.00 per vehicle. Because of the relatively small size of the Plaintiff's and the typical individual Class members' claims, and because most have only modest resources, it is unlikely that individual Class members could afford to seek recovery against these corporate Defendants, especially in light of the Defendants' size and resources. A class action is, therefore, the only reasonable means by which Class members can obtain relief.

### **TOLLING OF APPLICABLE STATUTES OF LIMITATION**

31. Any applicable statutes of limitation have been tolled by Defendants' knowing and active concealment and denial of the facts as alleged herein. Plaintiff and members of the Class have been kept ignorant of vital information essential to the pursuit of these claims, without any fault or lack of diligence on their part. Plaintiff and members of the Class could not earlier have reasonably discovered the true, latent defective nature of control arms and ball joints on the Dodge Durango sports utility vehicle.

32. Defendants are and were under a continuing duty to disclose to the Plaintiff and the Class the true character, quality, and nature of the control arms and ball joints on the Dodge Durango sports utility vehicle. Because of their knowing, affirmative, and/or active concealment of the true character, quality and nature of the suspension problems with the Durango and at issue, Defendants are estopped from relying on any statutes of limitation in their defense of this action.

33. Any applicable statutes of limitation have been tolled by Defendants' knowing and active concealment and denial of the facts as alleged herein. Plaintiff and members of the Class have been kept ignorant of vital information essential to the pursuit of these claims,

without any fault or lack of diligence on their part. Plaintiff and members of the Class could not reasonably have discovered the Dodge Durango sports utility vehicle.

#### **CLASS REPRESENTATIVE ALLEGATIONS**

34. Plaintiff John Bussian owns a Dodge Durango of model year 1998. Bussian's mechanic informed him that the Durango's upper ball joints needed to be replaced immediately. Continuing to drive the Durango without repair would be extremely hazardous, and complete failure of the ball joint would result in wheel separation while the vehicle was being driven.

35. Plaintiff Bussian had the upper ball joints replaced on his Durango at his own expense, at a cost of several hundred dollars.

36. After Bussian became aware that over 800 people had had the exact same problem on their Dodge Durangos, and that the Durangos' ball joint failure rate was over 50 times that of similar sport utility vehicles, he contacted his local Dodge dealership/authorized repair facility, and requested that Dodge or DaimlerChrysler reimburse him for his repair costs. The dealership/repair facility refused, and stated that Defendants would not authorize reimbursement for that repair.

37. Plaintiff Bussian has been damaged in that he has expended several hundred dollars to replace his upper ball joints and, further, that the vehicle, upon information and belief, has suffered a loss of value because its design results in premature ball joint failure.

#### **CLASS ACTION ALLEGATIONS**

38. Plaintiff brings this lawsuit as a class action on behalf of himself and all others similarly situated pursuant to N.C.G.S. § 1A-1, Rule 23. This action satisfies the numerosity,



commonality, typicality, adequacy, predominance and superiority requirements for maintaining this action.

39. The class is defined as:

All individuals and entities throughout the United States, excepting the State of Wisconsin, that have owned, own, leased, lease, or acquired Dodge Durango sports utility vehicles from the model years 1998 through 2003.

Excluded from the Class are individuals and entities with claims against the Defendants for personal injuries as a result of the defect alleged herein; Defendants; any entity in which Defendants have a controlling interest or which has a controlling interest of Defendants; Defendants' legal representatives, assigns and successors; any judge or special master assigned to hear any aspect of this litigation, and any member of their immediate families; and, to the extent the class certification order permits exclusion, all people who submit timely and otherwise proper requests for exclusion from the Class.

40. The Class is so numerous and geographically dispersed throughout the United States so that joinder of all Class members is impracticable. While Plaintiffs do not know the exact number and identity of Class members, Plaintiffs believe there are hundreds of thousands of Class members, and that their identities can be ascertained from Defendants' books and records. Joining and naming each Class member as a co-plaintiff would be unreasonable and impracticable. Furthermore, the disposition of all of the Class members' common claims in a single class action proceeding will provide substantial economies and benefits to all affected parties and to the Court.

41. Numerous questions of law and fact are common to the Plaintiff and the Class. These common questions predominate over any other issues that may affect only individual Class members, and include, inter alia, the following:

a. Whether the Dodge Durango sports utility vehicles from the model years 1998 through 2003 are defective in that: they fail to perform in accordance with the reasonable expectations of ordinary consumers; they are not fit and safe for their ordinary, intended, and foreseeable use; their risks and dangers outweigh

their benefits, if any; and/or they would not be offered for sale by a reasonably careful manufacturer or seller who knew of their defective nature;

b. Whether Defendants knew of the unreasonably dangerous nature of the Dodge Durango sports utility vehicle from model years 1998 through 2003;

c. Whether Defendants represented through their advertising, warranties and other representations, that the Dodge Durango sports utility vehicle from model years 1998 through 2003 had characteristics that it does not actually have, or omitted to disclose material facts regarding the Dodge Durango sports utility vehicle from model years 1998 through 2003 actual characteristics;

d. Whether Defendants made any affirmations of fact or promise relating to Dodge Durangos that became a basis of the bargain between seller and buyer, and thereby created an express warranty that the vehicles would conform to those affirmations or promises;

e. Whether the Dodge Durango sports utility vehicles from the model years 1998 through 2003 conform(ed) to Defendants' express warranties;

f. Whether the Dodge Durango sports utility vehicles from the model years 1998 through 2003 are merchantable, pass without objection in the trade, and are fit for their ordinary and intended purposes of sport utility vehicles;

g. Whether the Plaintiff and the Class are entitled to compensatory damages, and the amount of such damages.

42. There is a common, general interest among the Plaintiff and Class members.

The claims of the representative Plaintiff are typical of Class members' claims in that the representative Plaintiff, like all Class members, owns a Dodge Durango sports utility vehicle from the model years 1998 through 2003. The representative Plaintiff, like all Class members, has been damaged by Defendants' conduct in that he has been forced to bear the risk of a dangerously defective product, and has suffered diminished value of his vehicle, including, without limitation, diminished resale value, as a result of the inherently defective control arm and ball joints. The representative Plaintiff and the Class are further damaged in the amount it costs to repair or replace the defective control arm and ball joints. Furthermore, the factual

evidentiary basis for the representative Plaintiff's claims is coextensive with that of the claims of Class members. Defendants engaged in a uniform course of wrongful conduct that is common to all Class members, such that Defendants are liable in the same way for the resulting injuries suffered by the Plaintiff and all Class members.

43. The representative Plaintiff will fairly and adequately protect the common interests of the Class. Plaintiff has retained counsel with substantial experience in prosecuting national consumer class actions. Plaintiff and his counsel are committed to prosecuting this action vigorously on behalf of the Class they represent, and have the financial resources to do so. Neither Plaintiff nor his counsel has any interests adverse to those of the Class.

44. A class action is superior to any other available methods for the fair and efficient adjudication of this controversy. Because of the relatively small size of the individual Class members' claims, absent a class action most Class members would likely find the cost of litigating their claims against the corporate Defendants to be prohibitive. The practical result is that they have no effective remedy against Defendants at law. Even for those Class members who might afford to seek legal redress against Defendants on their own, the cost of litigation would undoubtedly exceed any recovery, making their pursuit of individual relief uneconomical. Unitary treatment of common, Class-wide issues of law and fact is also superior to multiple individual actions or piecemeal litigation, as it will provide both litigants and the courts with economies of time, effort, and expense, and will promote consistency and efficiency. Accordingly, this case is manageable as a class action.

#### **COUNT I - B REACH OF EXPRESS WARRANTIES**

45. Plaintiff incorporates by reference the allegations in paragraphs 1-44 as if the same were fully set forth herein.

46 Defendants expressly warranted the Dodge Durango to be free of defects in factory materials and workmanship at the time of sale and for a period of three years or 36,000 miles, and, further, that Defendants would repair at no cost any defective item on the vehicle at the time of sale and for three years. Such warranties are express warranties within the meaning of N.C.G.S. § 25-2-313.

47. Through advertising and promotional literature, Defendants represented that the Dodge Durango sport utility vehicle was a rugged, tough sport utility vehicle, suitable for driving in all conditions, including rain and wet conditions, and in off-road venues. Defendants further represented the Durango had "long-lasting capability" and would "gladly tackle whatever you put it through for years to come."

48. Defendants' "Basic Warranty" states that it "covers the costs of all parts and labor needed to repair any defective item on your vehicle that was supplied by Chrysler - that is, defective in material, workmanship, or factory preparation...You pay nothing for these repairs. These warranty repairs or adjustments - including all parts and labor connected with them - will be made by your dealer at no charge..."

49. At the time of sale and forward, Defendants have breached these express warranties by selling to Plaintiff and the Class Dodge Durangos equipped with defective items - control arms and ball joints that are, by design, defective, unsafe, subject to extreme premature wearing, and unreasonably likely to cause serious injury to Plaintiff and Class members.

50. As a direct and proximate cause of Defendants' breach of express warranties, Plaintiff and Class members have suffered actual damages and are threatened with irreparable harm by undue risk of serious bodily injury.

51. Any limitation periods or limitations on recovery in Defendants' express warranties are unconscionable within the meaning of N.C.G.S. § 25-2-302 (and the parallel provisions of the Uniform Commercial Code contained in all other states' statutory codes), and therefore are unenforceable, in that, among other things, Dodge Durangos contain a latent defect of which Defendants were actually or constructively aware at the time of sale, and purchasers lacked a meaningful choice with respect to the terms of the warranty due to unequal bargaining power and a lack of warranty competition.

52. Any applicable notice requirement was met by the filing of this action, and because Plaintiff alleges Defendants had notice of the defect in the Dodge Durango before Plaintiff and the Class did, and did nothing to remedy the defect.

53. Plaintiff on behalf of himself and all others similarly situated, demand judgment against the Defendants for compensatory, incidental and consequential damages (excepting damages for personal injuries) for themselves and each member of the Class, for the establishment of the common fund, plus an award of attorney fees, interest, and costs.

#### **COUNT II - B REACH OF IMPLIED WARRANTY OF MERCHANTABILITY**

54. Plaintiff incorporates by reference the allegations in paragraphs 1-53 as if the same were fully set forth herein.

55. Defendants impliedly warranted Dodge Durangos to be merchantable in that they would pass without objection in the trade and were fit for their ordinary and intended purpose(s).

56. The Dodge Durangos are not merchantable, and because of the control arm and ball joint defect, the Durangos are not fit for the ordinary purposes to which sport utility

vehicles are used, and the vehicles were not merchantable at the time of purchase, in violation of Defendants' implied warranties.

57. Any applicable notice requirement was met by the filing of this action, and because Plaintiff alleges Defendants had notice of the defect in the Dodge Durangos before Plaintiff and the Class did, and did nothing to remedy the defect.

58. Plaintiff, on behalf of himself and all others similarly situated, demand judgment against the Defendants for compensatory, incidental and consequential damages (excepting damages for personal injuries) for themselves and each member of the Class, for the establishment of a common fund, plus an award of attorneys' fees, interest and costs.

### **COUNT III - MAG NUSON MOSS WARRANTY ACT VIOLATIONS**

59. Plaintiff incorporates by reference all preceding allegations as if fully set forth herein.

60. Congress enacted the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301 et seq. (the "Act"), in 1975 in response to widespread complaints from consumers that many warranties were misleading and deceptive and were not being honored. To remedy this problem, the Act imposes civil liability on any "warrantor" for, inter alia, failing to comply with any obligation under a written warranty and/or implied warranty under state law. See 15 U.S.C. § 2310(d)(1). The Act authorizes a "suit for damages and other legal and equitable relief." Id. The Act authorizes the award of attorney fees, and expressly authorizes class actions. 15 U.S.C. § 2310(e). 15 U.S.C. § 2310(d)(3) of the Act establishes jurisdiction in the state courts and prohibits Federal jurisdiction if, inter alia, the action is brought as a class action, and the number of named plaintiffs is less than one hundred.

61. Defendants are "warrantors" within the meaning of § 2301(5) of the Act.

Plaintiffs are "consumers" within the meaning of § 2301(3) of the Act.

62. Defendant impliedly warranted that the Durango vehicles would be merchantable, which warranty is implied within the meaning of § 2301(7) of the Act, and § 2-314 of the Uniform Commercial Code. See N.C.G.S. § 25-2-304. Defendants breached this implied warranty in the manner described above.

63. Defendants' knowledge of the fact that the control arm and the ball joints on the Dodge Durango were inherently defective and prone to sudden failure and that they would need repair and/or replacement, gave Defendant more than adequate opportunity to cure the problem, which opportunity it failed to timely undertake. Defendants were alerted to this problem by

(a) over 850 reports of ball joint failure to the National Highway Traffic Safety Administration (NHTSA);

(b) additional complaints registered directly from consumers;

(c) reports from their dealerships and authorized repair facilities regarding the nature and frequency of the premature failure of the ball joints;

(d) discussions in internet chatrooms, forums, and listserves sponsored by Defendants or, if not sponsored by Defendants, monitored by Defendants' employees;

(e) letters, phone calls, e-mail messages, and other messages, documents, and correspondence received from consumers, dealers, and repair facilities messages relating to the ball joint defect, repairs thereto, and the need for repairs;

(f) the July 2003 AP report referenced in paragraph 22 above;

(g) the filing of a class action lawsuit in July 2003 in Wisconsin calling for a recall and repair of the ball joint defects, among other claims;

(h) the investigation initiated by NHTSA into the Dodge Durango defective ball joint;

(i) an October 27, 2003 report from CBS News;

(j) a November 18, 2003 report by Consumer Affairs;

(k) a December 18, 2003, CBS News Report;

(l) a March 3, 2004 CBS News Report; and

(m) pressure from consumer safety groups such as Public Citizen.

64. As of March 5, 2003, Defendants have steadfastly denied that there is a defect in the Durango upper ball joints that warrants a recall, repair, compensation, or other remedy to the consumers owning these vehicles.

65. Plaintiff and members of the Class were damaged by Defendants' failure to comply with its obligations under the above-referenced implied warranties. As a direct and proximate result of Defendants' breaches of implied warranties, Plaintiff and the Class have suffered damages in an amount to be proven at the time of trial.

66. The number of named plaintiffs is fewer than one hundred.

### **RELIEF REQUESTED**

WHEREFORE, on behalf of themselves and all others similarly situated, the Plaintiff prays that the Court certify the Class, enter judgment against Defendants and in favor of Plaintiff and the Class, and award additional relief as follows:

a. For an award of actual damages in an amount above \$10,000, to be proven at trial;

b. For interest at the legal rate of interest on the foregoing sum;



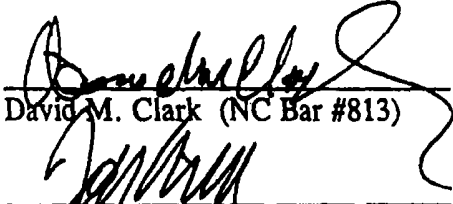
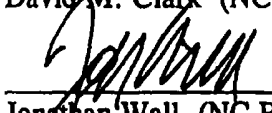
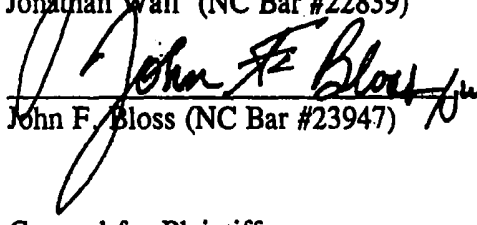
- c. For attorneys' fees herein incurred as may be provided by law;
- d. For costs of suit herein incurred; and
- e. For such other or further relief as may be appropriate under the circumstances.

**JURY TRIAL DEMANDED**

Plaintiff hereby demands a jury trial for all individual and class claims so triable.

This, the 5<sup>th</sup> day of March, 2004.

OF COUNSEL:  
CLARK BLOSS & WALL, PLLC  
125 South Elm Street, Suite 600  
P. O. Box 1349  
Greensboro, NC 27402-1349  
Telephone: 336-275-7275  
Facsimile: 336-275-7276

  
David M. Clark (NC Bar #813)  
  
Jonathan Wall (NC Bar #22839)  
  
John F. Bloss (NC Bar #23947)  
Counsel for Plaintiffs

ATTACHMENT/EXHIBIT \_\_\_\_\_

## STATE OF NORTH CAROLINA

File No.

4 CVS 01095

DURHAM

County

FILED

In The General Court of Justice

☐ District ☒ Superior Court Division

Name of Plaintiff

JOHN BUSSIAN

2004 APR 15 PM 4:54

Address

DURHAM COUNTY, C.S.C.

City, State, Zip

BY

## CIVIL SUMMONS

☐ Alias and Pluries Summons

VERSUS

G.S. 1A-1, Rules 3, 4

Name of Defendant(s)

DAIMLERCHRYSLER CORPORATION;  
DAIMLERCHRYSLER AG; DAIMLERCHRYSLER MOTORS  
COMPANY LLC; and DAIMLERCHRYSLER NORTH  
AMERICA HOLDING CORPORATION

Date Original Summons Issued

Date(s) Subsequent Summon(es) Issued

## To Each of The Defendant(s) Named Below:

Name And Address of Defendant 1

DaimlerChrysler Corporation  
CT Corporation System, Registered Agent  
225 Hillsborough Street  
Raleigh, NC 27603

Name And Address of Defendant 2

DaimlerChrysler Motors Company LLC  
CT Corporation System, Registered Agent  
225 Hillsborough Street  
Raleigh, NC 27603

## A Civil Action Has Been Commenced Against You!

You are notified to appear and answer the First Amended Class Action Complaint of the plaintiff as follows:

1. Serve a copy of your written answer to the complaint upon the plaintiff or plaintiff's attorney within thirty (30) days after you have been served. You may serve your answer by delivering a copy to the plaintiff or by mailing it to the plaintiff's last known address, and
2. File the original of the written answer with the Clerk of Superior Court of the county named above.

If you fail to answer the complaint, the plaintiff will apply to the Court for the relief demanded in the complaint.

Name And Address of Plaintiff's Attorney (If None, Address of Plaintiff)

Jonathan Wall, Attorney  
Clark Bloss & Wall, PLLC  
125 S. Elm Street, Suite 600  
Greensboro, NC 27401

(336) 275-7275

Date Issued

4/5/04

Time

4:54

☐ AM ☒ PM

Signature

☒ Deputy CSC☐ Assistant CSC☐ Clerk of Superior Court☐ ENDORSEMENT

This Summons was originally issued on the date indicated above and returned not served. At the request of the plaintiff, the time within which this Summons must be served is extended sixty (60) days.

Date of Endorsement

Time

☐ AM☐ PM

Signature

☐ Deputy CSC☐ Assistant CSC☐ Clerk of Superior Court

**NOTE TO PARTIES:** Many Counties have **MANDATORY ARBITRATION** programs in which most cases where the amount in controversy is \$15,000 or less are heard by an arbitrator before a trial. The parties will be notified if this case is assigned for mandatory arbitration, and, if so, what procedure is to be followed.

AOC-CV-100, Rev. 10/01

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(Over)

**RETURN OF SERVICE**

I certify that this Summons and a copy of the First Amended Class Action Complaint were received and served as follows:

**DEFENDANT 1**

Date Served	Time Served <input type="checkbox"/> AM <input type="checkbox"/> PM	Name of Defendant
-------------	--	-------------------

- ☐ By delivering to the defendant named above a copy of the summons and complaint.
- ☐ By leaving a copy of the summons and complaint at the dwelling house or usual place of abode of the defendant named above with a person of suitable age and discretion then residing therein.
- ☐ As the defendant is a corporation, service was effected by delivering a copy of the summons and complaint to the person named below.

Name And Address of Person With Whom Copies Left (if corporation, give title of person copies left with)

☐ Other manner of service (specify)

☐ Defendant WAS NOT served for the following reason:

**DEFENDANT 2**

Date Served	Time Served <input type="checkbox"/> AM <input type="checkbox"/> PM	Name of Defendant
-------------	--	-------------------

- ☐ By delivering to the defendant named above a copy of the summons and complaint.
- ☐ By leaving a copy of the summons and complaint at the dwelling house or usual place of abode of the defendant named above with a person of suitable age and discretion then residing therein.
- ☐ As the defendant is a corporation, service was effected by delivering a copy of the summons and complaint to person named below.

Name And Address of Person With Whom Copies Left (if corporation, give title of person copies left with)

☐ Other manner of service (specify)

☐ Defendant WAS NOT served for the following reason.

Service Fee Paid \$	Signature of Deputy Sheriff Making Return
Date Received	Name of Sheriff (Type or Print)
Date of Return	County of Sheriff

## STATE OF NORTH CAROLINA

File No.

4 CVS 01095

DURHAM County

FILED

In The General Court of Justice

☐ District ☒ Superior Court Division

Name of Plaintiff

JOHN BUSSIAN

2004 APR -5 PM 4:54

Address

DURHAM COUNTY, C.S.C.

City, State, Zip

BY

## CIVIL SUMMONS

☐ Alias and Pluries Summons

G.S. 1A-1, Rules 3, 4

## VERSUS

Name of Defendant(s)

DAIMLERCHRYSLER CORPORATION;  
DAIMLERCHRYSLER AG; DAIMLERCHRYSLER MOTORS  
COMPANY LLC; and DAIMLERCHRYSLER NORTH  
AMERICA HOLDING CORPORATION

Date Original Summons Issued

Date(s) Subsequent Summon(es) Issued

## To Each of The Defendant(s) Named Below:

Name And Address of Defendant 1

DaimlerChrysler Corporation  
CT Corporation System, Registered Agent  
225 Hillsborough Street  
Raleigh, NC 27603

Name And Address of Defendant 2

DaimlerChrysler Motors Company LLC  
CT Corporation System, Registered Agent  
225 Hillsborough Street  
Raleigh, NC 27603

## A Civil Action Has Been Commenced Against You!

You are notified to appear and answer the First Amended Class Action Complaint of the plaintiff as follows:

1. Serve a copy of your written answer to the complaint upon the plaintiff or plaintiff's attorney within thirty (30) days after you have been served. You may serve your answer by delivering a copy to the plaintiff or by mailing it to the plaintiff's last known address, and
2. File the original of the written answer with the Clerk of Superior Court of the county named above.

If you fail to answer the complaint, the plaintiff will apply to the Court for the relief demanded in the complaint.

Name And Address of Plaintiff's Attorney (If None, Address of Plaintiff)

Jonathan Wall, Attorney  
Clark Bloss & Wall, PLLC  
125 S. Elm Street, Suite 600  
Greensboro, NC 27401

(336) 275-7275

Date Issued

4/5/04

Time

4:54

☐ AM☒ PM

Signature

☒ Deputy CSC☐ Assistant CSC☐ Clerk of Superior Court☐ ENDORSEMENT

This Summons was originally issued on the date indicated above and returned not served. At the request of the plaintiff, the time within which this Summons must be served is extended sixty (60) days.

Date of Endorsement

Time

☐ AM☐ PM

Signature

☐ Deputy CSC☐ Assistant CSC☐ Clerk of Superior Court

**NOTE TO PARTIES:** Many Counties have **MANDATORY ARBITRATION** programs in which most cases where the amount in controversy is \$15,000 or less are heard by an arbitrator before a trial. The parties will be notified if this case is assigned for mandatory arbitration, and, if so, what procedure is to be followed.

AOC-CV-100, Rev. 10/01

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(Over)

**RETURN OF SERVICE**

I certify that this Summons and a copy of the First Amended Class Action Complaint were received and served as follows:

**DEFENDANT 1**

Date Served	Time Served <input type="checkbox"/> AM <input type="checkbox"/> PM	Name of Defendant
-------------	--	-------------------

- ☐ By delivering to the defendant named above a copy of the summons and complaint.
- ☐ By leaving a copy of the summons and complaint at the dwelling house or usual place of abode of the defendant named above with a person of suitable age and discretion then residing therein.
- ☐ As the defendant is a corporation, service was effected by delivering a copy of the summons and complaint to the person named below.

Name And Address of Person With Whom Copies Left (if corporation, give title of person copies left with)

☐ Other manner of service (specify)

☐ Defendant WAS NOT served for the following reason:

**DEFENDANT 2**

Date Served	Time Served <input type="checkbox"/> AM <input type="checkbox"/> PM	Name of Defendant
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- ☐ By delivering to the defendant named above a copy of the summons and complaint.
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☐ Other manner of service (specify)

☐ Defendant WAS NOT served for the following reason.

Service Fee Paid \$	Signature of Deputy Sheriff Making Return
Date Received	Name of Sheriff (Type or Print)
Date of Return	County of Sheriff

**CLARK BLOSS & WALL, PLLC**

Attorneys at Law  
Suite 600  
125 South Elm Street  
Greensboro, North Carolina 27401

David M. Clark  
John F. Bloss\*  
Jonathan Wall†  
James E. Tanner, III

April 5, 2004

\* Also Admitted in VA  
† Also Admitted in DC

Mailing Address:  
P.O. Box 1349  
Greensboro, NC 27402-1349

Telephone (336) 275-7275  
Facsimile (336) 275-7276  
e-mail: cbw@cbw-law.com

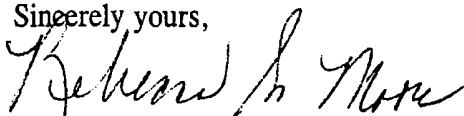
CT Corporation System  
Registered Agent, DaimlerChrysler Corporation  
225 Hillsborough Street  
Raleigh, NC 27603

**VIA CERTIFIED MAIL**  
**No. 7000 1670 0008 7481 8700**

Dear Sir/Madam:

Enclosed please find a First Amended Class Action Complaint served upon you as registered agent for DaimlerChrysler Corporation.

Sincerely yours,



Rebecca S. Moore  
Secretary to Jonathan Wall

enclosure

6204111

**CLARK BLOSS & WALL, PLLC**

Attorneys at Law  
Suite 600  
125 South Elm Street  
Greensboro, North Carolina 27401

David M. Clark  
John F. Bloss\*  
Jonathan Wall†  
James E. Tanner, III

April 5, 2004

\* Also Admitted in VA  
† Also Admitted in DC

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CT Corporation System  
Registered Agent, DaimlerChrysler Motors Co., LLC  
225 Hillsborough Street  
Raleigh, NC 27603

**VIA CERTIFIED MAIL**  
**No. 7002 0860 0003 3364 2114**

Dear Sir/Madam:

Enclosed please find a First Amended Class Action Complaint served upon you as registered agent for DaimlerChrysler Motors Co., LLC.

Sincerely yours,



Rebecca S. Moore  
Secretary to Jonathan Wall

enclosure

6204117



**CLARK BLOSS & WALL, PLLC**

Attorneys at Law  
Suite 600  
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David M. Clark  
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April 5, 2004

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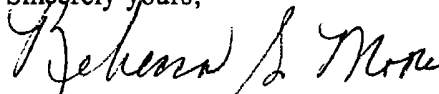
Telephone (336) 275-7275  
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e-mail: cbw@cbw-law.com

CT Corporation System  
Registered Agent, DaimlerChrysler N.A. Holding Corp.  
225 Hillsborough Street  
Raleigh, NC 27603

Dear Sir/Madam:

Enclosed please find a First Amended Class Action Complaint served upon you as registered agent for DaimlerChrysler North American Holding Corporation and various other DaimlerChrysler corporate entities.

Sincerely yours,



Rebecca S. Moore  
Secretary to Jonathan Wall

enclosure

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NORTH CAROLINA

FILED

GENERAL COURT OF JUSTICE  
SUPERIOR COURT DIVISION  
FILE NO. 4CVS01095

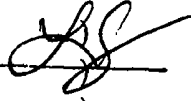
DURHAM COUNTY

2004 APR -5 PM 4: 54

DURHAM COUNTY, C.S.C.

JOHN BUSSIAN,

BY  
Plaintiff



v.

**FIRST AMENDED CLASS  
ACTION COMPLAINT**

DAIMLERCHRYSLER CORPORATION; )  
DAIMLERCHRYSLER AG; )  
DAIMLERCHRYSLER MOTORS )  
COMPANY OF DELAWARE, LLC; and )  
DAIMLERCHRYSLER NORTH )  
AMERICA HOLDING CORPORATION, )  
Defendants

COMES NOW the Plaintiff, and pursuant to Rule 15(a) of the North Carolina Rules of Civil Procedure, amends his Complaint as of right by filing this First Amended Class Action Complaint.

INTRODUCTION

1. Plaintiff John Bussian brings this action on behalf of himself and a Plaintiff Class (the "Class") consisting of all persons and entities in the United States, except within the state of Wisconsin, who own or lease, or have owned or leased, a Dodge Durango sports utility vehicle, model years 1998 through 2003 (the "Class Period"). Plaintiff brings this action against DaimlerChrysler Corporation, DaimlerChrysler AG, DaimlerChrysler Motors Company of Delaware, LLC, and DaimlerChrysler North America Holding Corporation (hereinafter referred to collectively as "DaimlerChrysler" or "Defendants"), which (a) designed and manufactured the Dodge Durango sports utility vehicles, model years 1998 through 2003; (b) designed, manufactured, marketed and sold in to the stream of commerce

Dodge Durango sports utility vehicles, model years 1998 through 2003; and (c) provided specifications for and performed tests on the Dodge Durango sports utility vehicles, model years 1998 through 2003, and specifically the control arm and the upper ball joint on the Dodge Durango.

2. Because of its design and/or manufacture, the 1998 through 2003 Dodge Durangos (the "defective Dodge Durangos") are inherently defective in that the control arm and the ball joint on the front suspension design are faulty, inferior, and prone to sudden failure.

3. As a result of the inherent control arm and ball joint defects in the defective Dodge Durangos, those vehicles have an unreasonably dangerous propensity to suffer premature control arm and ball joint failure, which results in the separation of the front wheels and/or the collapse of the front suspension.

4. The sudden and immediate failure of the control arm and the ball joint on Dodge Durangos results in a complete loss of vehicle control and poses serious hazards to drivers and passengers, as well as to other motorists who may be unable to safely maneuver around a failed Dodge Durango.

5. Defendants were, and remain, aware of these inherent defects in the Dodge Durango for the model years 1998 through 2003.

6. Defendants, despite considerable notice of these defects, have refused to take any corrective action and remedy these serious defects, and they are liable to Plaintiff and the Class for breaches of warranty, including (1) breach of express warranty under § 25-2-313 of the North Carolina General Statutes (and the parallel provisions of the Uniform Commercial

Code contained in all other states' statutory codes); (2) breach of the implied warranty of merchantability under N.C.G.S. § 25-2-314 (and the parallel provisions of the Uniform Commercial Code contained in all other states' statutory codes); and (3) violation of the Magnuson Moss Warranty statute as alleged below.

#### JURISDICTION

7. The North Carolina State Superior Court has jurisdiction over this action pursuant to Article I, § 18 and Article IV of the North Carolina Constitution. Plaintiff seeks damages on behalf of himself and all others similarly situated. Personal jurisdiction over Defendants is proper because the Defendants have extensive, regular, and continuous business contacts within the State of North Carolina. During the relevant time period, Defendants conducted sufficient business in, had sufficient contact with, and intentionally availed themselves of the laws and markets of North Carolina through the promotion, sale, marketing, distribution and operation of their products and services, as to render exercise of jurisdiction by North Carolina courts proper. Plaintiff's and each Class member's claims do not exceed \$75,000, inclusive of interests and costs, and no federal statute or regulation is implicated.

#### VENUE

8. Venue is proper in this Court because (a) Plaintiff is a resident of Durham County; (b) some of the herein described injuries occurred in Durham County, North Carolina; (c) some of the acts and transactions described herein occurred within this county; and (d) the Defendants conduct business in Durham County, North Carolina, by advertising, soliciting, selling, marketing, and/or warranting here the Dodge Durango sports utility vehicles from the model years 1998 through 2003.

## PARTIES

9. Plaintiff Bussian is a North Carolina citizen who resides in Durham County, North Carolina and purchased a defective Dodge Durango.

10. Defendant DaimlerChrysler Corporation is a business entity organized under the laws of the State of Delaware, with a principal place of business in the State of Michigan, and conducting advertising, sales, and other business within Durham County and the State of North Carolina.

11. Defendant DaimlerChrysler AG is a business entity organized under the laws of the Federal Republic of Germany with its headquarters located at EPPLESTRASSE 225, 70567 STUTTGART, GERMANY.

12. Upon information and belief, Defendant DaimlerChrysler Motors Company of Delaware, LLC, is a business entity organized under the laws of the State of Delaware, with a principal place of business in the State of Michigan, and conducting advertising, promotion, sales, and other business within Durham County and the State of North Carolina.

13. Defendant DaimlerChrysler North America Holding Corporation is a business entity organized under the laws of the State of Delaware, with a principal place of business in the State of Michigan, and conducting advertising, promotion, sales, and other business within Durham County and the State of North Carolina.

14. Upon information and belief, all Defendants are related companies under common ownership and control, with their United States headquarters located at 1000 Chrysler Drive, Auburn Hills, Michigan. Upon information and belief, the DaimlerChrysler companies are the main United States operating subsidiaries of DaimlerChrysler AG, and those companies

manufactured and manufacture the defective Dodge Durango, and are the agents of DaimlerChrysler AG in the United States. Hereinafter all Defendants shall be collectively referred to as "DaimlerChrysler," unless otherwise specifically identified.

#### SUBSTANTIVE ALLEGATIONS

15. DaimlerChrysler develops, manufactures, distributes and sells a wide range of automotive products, mainly passenger cars, light trucks, and commercial vehicles. Among its five business segments, DaimlerChrysler's main automotive segments are the "MERCEDES CAR GROUP" and the "CHRYSLER GROUP."

16. Defendants manufacture the Dodge Durango and offer it for sale through the Chrysler Group and its dealers, and as such, Defendants deal in automobiles and they hold themselves out as having knowledge and skill in the design and manufacture of automobiles.

17. According to its Annual Report on Form 20-F for fiscal 2002: "On May 7, 1998, Daimler-Benz Aktiengesellschaft and Chrysler Corporation entered into an agreement to combine their businesses. The stockholders of each company approved the agreement on September 18, 1998. Chrysler became a wholly owned subsidiary of DaimlerChrysler AG through a merger transaction completed on November 12, 1998."

18. DaimlerChrysler brand automobiles are sold throughout the United States. According to its Annual Report on Form 20-F for fiscal 2002, the Chrysler Group products, which includes the Dodge Durango, are distributed as follows, "In the United States, we distribute our Chrysler, Jeep-Registered Trademark, and Dodge products through 4,234 dealers at December 31, 2002, compared to 4,320 dealers at December 31, 2001. ..."

19. According to its Annual Report on Form 20-F for fiscal 2002, DaimlerChrysler describes the Dodge Durango sports utility vehicle as follows: "The Dodge Durango, a five-to-eight-passenger sport utility vehicle, was derived from the Dakota platform and competes in the full-size sport utility segment. The Durango is available with a 4.7-liter or 5.9-liter V-8 engine, packaged in the bold, Dodge Ram-inspired exterior."

20. Upon information and belief, DaimlerChrysler realized savings of about \$74 million relating to the Dodge Durango before the first Durango went into production through Defendants' Supplier Cost Reduction Effort (SCORE) program. Through the SCORE program, DaimlerChrysler encouraged its suppliers to submit proposals designed to reduce costs in a variety of areas including design, manufacturing, logistics, sourcing, and administrative transactions. DaimlerChrysler adopted several of the 357 cost-cutting proposals submitted to it in regard to the Dodge Durango. Despite all of these cost-cutting measures, Durango's concept-to-production timetable was the shortest in corporate history - 132 weeks.

21. Upon information and belief, in describing the history behind the Dodge Durango, DaimlerChrysler states that:

Upper ball joints are permanently lubricated and maintenance-free. Improved sealing assures durability equal to or greater than that provided by ball joints that require periodic lubrication.

22. At all times relevant, Defendants designed, manufactured, tested, warranted, advertised, and sold the Dodge Durango sports utility vehicle at issue here to hundreds of thousands of consumers throughout the United States.

23. According to its Annual Report on Form 20-F for fiscal world-wide unit sales of the Dodge Durango were as follows: 2002 - 122,200, 2001 - 132,600, and 2000 - 180,900.

According to an Associated Press report dated July 21, 2003, there are approximately 450,000 Dodge Durangos from the model years 1998 to 2003 on the roads of the United States.

24. According to its website, [www.dodge.com](http://www.dodge.com), DaimlerChrysler made the following additional representations and warranties with respect to the Dodge Durango sports utility vehicle:

#### General

Dodge power, innovation and long-lasting capability is what the 2003 Durango is all about. From its best-in-class\* torque, to its best-in-class\* towing, to best-in-class\* seating, - to its best-in-class 7/70 standard powertrain warranty, Durango will gladly tackle whatever you put it through for years to come.

[\*\*\*]

#### Towing

Best-in-class\* towing isn't something to take lightly. With the kind of power generated from Durango's strong Magnum® engines and the no-holds-barred toughness of the frame, this SUV can tow plenty.

[\*\*\*]

#### Safety

Feeling secure in your vehicle is one of the most important purchase decisions you make. You can always count on Durango to get you through the tough situations and of course, to never break down in the beginning of a horror movie. Some of its security features include:

- \* Sentry Key Engine Immobilizer
- \* Rigid box frame
- \* Skid Plate Group (4x4 models)
- \* New four-wheel disc brakes with rear-wheel ABS

25. DaimlerChrysler also issues a warranty on the Dodge Durango sports utility vehicle, which covers 7 years or 70,000 miles on the powertrain, "the hardest working parts of our vehicle," in addition to its 3-year or 36,000 mile "Bumper-to-Bumper limited warranty."



26. According to the website, [www.dodge.com](http://www.dodge.com), the starting price of the Sports Durango, the lowest priced model, is \$27,655 and the starting price of the Durango R/T, the highest priced model, is \$39,470.

27. The Defective Dodge Durango for the model years 1998 through 2003 has an inherent ball joint and control arm defect and an unreasonably dangerous propensity to suffer premature ball joint failure, which results in the separation of the front wheels and/or the collapse of the front suspension. Upon information and belief, the upper ball joints cannot be lubricated, and, in contrast to DaimlerChrysler's representations, the lubrication is prone to deteriorate, break down, and or waste away, resulting in un-lubricated ball joints that experience rapid and unsafe degradation.

28. Suspension systems, and in particular ball joints, are designed to, and ordinarily do, function for periods (and mileages) substantially in excess of those specified in DaimlerChrysler's warranties, and given past experience, consumers could legitimately expect to enjoy the use of an automobile without worry that the ball joint would fail (resulting in wheel separation) for significantly longer than the limited times and mileages expressed in Defendants' express warranties.

29. According to the Associated Press report dated July 21, 2003,

WASHINGTON (AP) – The government is investigating an alleged defect on the Dodge Durango that has led some drivers to lose control of their vehicles, according to documents released Monday.

The National Highway Traffic Safety Administration says four drivers have reported the failure of an upper ball joint on the Durango's front suspension. In two of those cases, the front wheels separated from the Durango. In the other two cases, the front suspension collapsed. All four drivers lost control of their vehicles, although no injuries were reported.

NHTSA also said it has received 81 complaints alleging that the front suspension ball joints are wearing out prematurely.

NHTSA is investigating Durangos from model years 1998 through 2003. There are 450,000 Durangos on the road from those years.

The agency will seek more information from DaimlerChrysler AG before deciding whether to upgrade the investigation. A spokeswoman for DaimlerChrysler didn't immediately return a telephone message left Monday.

30. Upon information and belief, Defendants, through (1) their own records of customer complaints, (2) dealership repair records, (3) records from the National Highway Traffic Safety Administration (NHTSA), and (4) other various sources are well aware of the alarming failure rate of the Dodge Durangos' ball joints, and yet have failed to acknowledge or notify the public of these major, inherent product defects, nor have Defendants voluntarily recalled or repaired these defective parts.

31. Members of the Class could not have discovered the latent ball joint defects through any reasonable inspection of the vehicle before purchase.

32. Contrary to their representations, Defendants failed adequately to research, design, test and/or manufacture the Dodge Durango sports utility vehicle before warranting, advertising, promoting, marketing, and selling it, for the model years 1998 through 2003, as suitable and safe for use in an intended and/or reasonably foreseeable manner.

33. Defendants advertised and marketed the Dodge Durango sports utility vehicles as premium quality ("Best in Class") sports utility vehicles that were safe and appropriate for their intended and foreseeable use.

34. Defendants advertised, promoted, marketed, warranted, and sold through the stream of commerce to the Plaintiff and Class the Dodge Durango sports utility vehicles that

Defendants knew or reasonably should have known were dangerously defective, and otherwise would not perform in accordance with the Plaintiff's and Class members' reasonable expectations that the vehicles would not suffer an inherent, disabling defect, and that the vehicles would be safe and suitable for their intended and foreseeable use.

35. Defendants expressly warranted the affected Dodge Durango sports utilities vehicles to be free from defects in materials or workmanship for a period of 36 months or 36,000 miles, and also represented that utilization of the "maintenance-free" ball joints assured durability equal to or greater than that provided by ball joints that require periodic lubrication.

36. Buyers, lessees, and other owners of the Dodge Durango sports utility vehicle were without access to the information concealed by Defendants as described herein, and therefore reasonably relied on Defendants' representations and warranties regarding the quality, durability, and other material characteristics of their vehicles. Had these buyers and lessees known of the defect and the danger, they would have taken steps to avoid that danger and/or would have paid less for their vehicles than the amounts they actually paid, or would not have purchased the vehicles.

37. By concealing the safety risks associated with the vehicles, Defendants have forced consumers to bear the risk of injury to themselves and other persons and as well as to property as a result of control arm and ball joint failure, as well as the financial loss associated with the diminished value of their vehicles. Had Defendants revealed this information, consumers would not buy or lease, or would pay substantially less for, vehicles equipped with defective control arms and ball joints.

38. Upon information and belief, failure of Defendants' defective ball joints has resulted in fatality, serious injury, vehicle loss of control, vehicle and other property damage, and other risks that are completely unacceptable, as evidenced by the records of the National Highway Traffic Safety Administration (NHTSA) documenting actual wheel separation during operation of the vehicle, attached as **Exhibit A**. In addition, Defendants have evidence of over a thousand reports and complaints of premature ball joint failure, upon information and belief.

39. As a result of Defendants' misconduct, Plaintiff and the Class have suffered actual damages in that their Dodge Durango from the model years 1998 through 2003 are dangerous and hazardous to drive, resulting in loss of use, costly repairs, and substantially diminished value, including, without limitation, diminished resale value. Plaintiff and the Class would not have purchased the vehicles had they known them to be dangerously defective and unfit for their intended purpose.

40. The cost to repair the defective and dangerous control arm and ball joints will vary with vehicle, geographic location, and dealer/mechanic; however, it is expected to be between \$600.00 and \$1,200.00 per vehicle. Because of the relatively small size of the Plaintiff's and the typical individual Class members' claims, and because most have only modest resources, it is unlikely that individual Class members could afford to seek recovery against these corporate Defendants, especially in light of the Defendants' size and resources. A class action is, therefore, the only reasonable means by which Class members can obtain relief.

### **TOLLING OF APPLICABLE STATUTES OF LIMITATION**

41. Any applicable statutes of limitation have been tolled by Defendants' knowing and active concealment and denial of the facts as alleged herein. Plaintiff and members of the Class have been kept ignorant of vital information essential to the pursuit of these claims, without any fault or lack of diligence on their part. Plaintiff and members of the Class could not earlier have reasonably discovered the true, latent defective nature of control arms and ball joints on the Dodge Durango sports utility vehicle.

42. Defendants are and were under a continuing duty to disclose to the Plaintiff and the Class the true character, quality, and nature of the control arms and ball joints on the Dodge Durango sports utility vehicle. Because of their knowing, affirmative, and/or active concealment of the true character, quality and nature of the suspension problems with the Durango and at issue, Defendants are estopped from relying on any statutes of limitation in their defense of this action.

43. Any applicable statutes of limitation have been tolled by Defendants' knowing and active concealment and denial of the facts as alleged herein. Plaintiff and members of the Class have been kept ignorant of vital information essential to the pursuit of these claims, without any fault or lack of diligence on their part. Plaintiff and members of the Class could not reasonably have discovered the Dodge Durango sports utility vehicle.

### **CLASS REPRESENTATIVE ALLEGATIONS**

44. Plaintiff John Bussian owns a Dodge Durango of model year 1998. Bussian's mechanic informed him that the Durango's upper ball joints needed to be replaced immediately because continuing to drive the Durango without repair would be extremely

hazardous, and complete failure of the ball joint would result in wheel separation while the vehicle was being driven.

45. Plaintiff Bussian had the upper ball joints replaced on his Durango at his own expense, at a cost of over \$700.

46. After Bussian became aware that over 800 people had had the exact same problem on their Dodge Durangos, and that the Durangos' ball joint failure rate was over 50 times that of similar sport utility vehicles, he contacted his local Dodge dealership/authorized repair facility, and requested that Dodge or DaimlerChrysler reimburse him for his repair costs. The dealership/repair facility refused, and stated that Defendants would not authorize reimbursement for that repair.

47. Plaintiff Bussian has been damaged in that he has expended over \$700 to replace his upper ball joints and, further, that the vehicle, upon information and belief, has suffered a loss of value because its design results in premature ball joint failure.

#### **CLASS ACTION ALLEGATIONS**

48. Plaintiff brings this lawsuit as a class action on behalf of himself and all others similarly situated pursuant to N.C.G.S. § 1A-1, Rule 23. This action satisfies the numerosity, commonality, typicality, adequacy, predominance and superiority requirements for maintaining this action.

49. The class is defined as:

All individuals and entities throughout the United States, excepting the State of Wisconsin, that have owned, own, leased, lease, or otherwise acquired Dodge Durango sports utility vehicles from the model years 1998 through 2003.

Excluded from the Class are individuals and entities with claims against the Defendants for personal injuries as a result of the defect alleged herein; Defendants; any entity in

which Defendants have a controlling interest or which has a controlling interest of Defendants; Defendants' legal representatives, assigns and successors; any judge or special master assigned to hear any aspect of this litigation, and any member of their immediate families; and, to the extent the class certification order permits exclusion, all people who submit timely and otherwise proper requests for exclusion from the Class.

50. The Class is so numerous and geographically dispersed throughout the United States so that joinder of all Class members is impracticable. While Plaintiffs do not know the exact number and identity of Class members, Plaintiffs believe there are hundreds of thousands of Class members, and that their identities can be ascertained from Defendants' books and records and/or from state Department of Motor Vehicle (DMV) records. Joining and naming each Class member as a co-plaintiff would be unreasonable and impracticable. Furthermore, the disposition of all of the Class members' common claims in a single class action proceeding will provide substantial economies and benefits to all affected parties and to the Court.

51. Numerous questions of law and fact are common to the Plaintiff and the Class. These common questions predominate over any other issues that may affect only individual Class members, and include, inter alia, the following:

- a. Whether the Dodge Durango sports utility vehicles from the model years 1998 through 2003 are defective in that: they fail to perform in accordance with the reasonable expectations of ordinary consumers; they are not fit and safe for their ordinary, intended, and foreseeable use; their risks and dangers outweigh their benefits, if any; and/or they would not be offered for sale by a reasonably careful manufacturer or seller who knew of their defective nature;
- b. Whether Defendants knew of the unreasonably dangerous nature of the Dodge Durango sports utility vehicle from model years 1998 through 2003;
- c. Whether Defendants represented through their advertising, warranties and other representations, that the Dodge Durango sports utility vehicle from model years 1998 through 2003 had characteristics that it does not actually have, or omitted to disclose material facts regarding the Dodge Durango sports utility vehicle from model years 1998 through 2003 actual characteristics;

d. Whether Defendants made any affirmations of fact or promise relating to Dodge Durangos that became a basis of the bargain between seller and buyer, and thereby created an express warranty that the vehicles would conform to those affirmations or promises;

e. Whether the Dodge Durango sports utility vehicles from the model years 1998 through 2003 conform(ed) to Defendants' express warranties;

f. Whether the Dodge Durango sports utility vehicles from the model years 1998 through 2003 are merchantable, pass without objection in the trade, and are fit for their ordinary and intended purposes of sport utility vehicles;

g. Whether the Plaintiff and the Class are entitled to compensatory damages, and the amount of such damages.

52. There is a common, general interest among the Plaintiff and Class members.

The claims of the representative Plaintiff are typical of Class members' claims in that the representative Plaintiff, like all Class members, owns a Dodge Durango sports utility vehicle from the model years 1998 through 2003. The representative Plaintiff, like all Class members, has been damaged by Defendants' conduct in that he has been forced to bear the risk of a dangerously defective product, and has suffered diminished value of his vehicle, including, without limitation, diminished resale value, as a result of the inherently defective control arm and ball joints. The representative Plaintiff and the Class have been further damaged in the amount it costs to bring their vehicles into a safely operable condition by repairing or replacing the defective control arm and ball joints. Furthermore, the factual evidentiary basis for the representative Plaintiff's claims is coextensive with that of the claims of Class members. Defendants engaged in a uniform course of wrongful conduct that is common to all Class members, such that Defendants are liable in the same way for the resulting injuries suffered by the Plaintiff and all Class members.



53. The representative Plaintiff will fairly and adequately protect the common interests of the Class. Plaintiff has retained counsel with substantial experience in prosecuting class actions. Plaintiff and his counsel are committed to prosecuting this action vigorously on behalf of the Class they represent, and have the financial resources to do so. Neither Plaintiff nor his counsel has any interests adverse to those of the Class.

54. A class action is superior to any other available methods for the fair and efficient adjudication of this controversy. Because of the relatively small size of the individual Class members' claims, absent a class action most Class members would likely find the cost of litigating their claims against the corporate Defendants to be prohibitive. The practical result is that they have no effective remedy against Defendants at law. Even for those Class members who might afford to seek legal redress against Defendants on their own, the cost of litigation would undoubtedly exceed any recovery, making their pursuit of individual relief uneconomical. Unitary treatment of common, Class-wide issues of law and fact is also superior to multiple individual actions or piecemeal litigation, as it will provide both litigants and the courts with economies of time, effort, and expense, and will promote consistency and efficiency. Accordingly, this case is manageable as a class action.

#### **COUNT I - BREACH OF EXPRESS WARRANTIES**

55. Plaintiff incorporates by reference the allegations in paragraphs 1-54 as if the same were fully set forth herein.

56. Defendants expressly warranted the Dodge Durango to be free of defects in factory materials and workmanship at the time of sale and for a period of three years or 36,000 miles, and, further, that Defendants would repair at no cost any defective item on the vehicle

at the time of sale and for three years. Such warranties are express warranties within the meaning of N.C.G.S. § 25-2-313.

57. Through advertising and promotional literature, Defendants represented that the Dodge Durango sport utility vehicle was a rugged, tough sport utility vehicle, suitable for driving in all conditions, including rain and wet conditions, and in off-road venues. Defendants also represented the Durango had “long-lasting capability” and would “gladly tackle whatever you put it through for years to come.” Defendants further promoted the incorporation of “maintenance-free” ball joints that assured “durability equal to or greater than that provided by ball joints that require periodic lubrication.”

58. Defendants’ “Basic Warranty” states that it “covers the costs of all parts and labor needed to repair any defective item on your vehicle that was supplied by Chrysler – that is, defective in material, workmanship, or factory preparation...You pay nothing for these repairs. These warranty repairs or adjustments – including all parts and labor connected with them – will be made by your dealer at no charge...”

59. At the time of sale and forward, Defendants have breached these express warranties by selling to Plaintiff and the Class Dodge Durangos equipped with defective items – control arms and ball joints that are, by design, defective, unsafe, subject to extreme premature wearing, and unreasonably likely to cause serious injury to Plaintiff and Class members, and/or by refusing voluntarily to repair the vehicles.

60. As a direct and proximate cause of Defendants’ breach of express warranties, Plaintiff and Class members have suffered actual damages and are threatened with irreparable harm by undue and unreasonable risk of serious bodily injury.

61. Any limitation periods or limitations on recovery in Defendants' express warranties are unconscionable within the meaning of N.C.G.S. § 25-2-302 (and the parallel provisions of the Uniform Commercial Code contained in all other states' statutory codes), and therefore are unenforceable, in that, among other things, Dodge Durangos contain a latent defect of which Defendants were actually or constructively aware at the time of sale, and purchasers lacked a meaningful choice with respect to the terms of the warranty due to unequal bargaining power and a lack of warranty competition.

62. Any applicable notice requirement was met by the filing of this action, and because Plaintiff alleges Defendants had notice of the defect in the Dodge Durango before Plaintiff and the Class did, and did nothing to remedy the defect.

63. Plaintiff on behalf of himself and all others similarly situated, demand judgment against the Defendants for compensatory, incidental and consequential damages (excepting damages for personal injuries) for themselves and each member of the Class, for the establishment of the common fund, plus an award of attorney fees, interest, and costs.

#### **COUNT II – BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**

64. Plaintiff incorporates by reference the allegations in paragraphs 1-63 as if the same were fully set forth herein.

65. Defendants impliedly warranted Dodge Durangos to be merchantable in that they would pass without objection in the trade and were fit for their ordinary and intended purpose(s).

66. The Dodge Durangos are not merchantable, and because of the control arm and ball joint defect, the Durangos are not fit for the ordinary purposes to which sport utility

vehicles are used, and the vehicles were not merchantable at the time of purchase, in violation of Defendants' implied warranties.

67. Any applicable notice requirement was met by the filing of this action, and because Plaintiff alleges Defendants had notice of the defect in the Dodge Durangos before Plaintiff and the Class did, and did nothing to advise the Class or remedy the defect.

68. Any purported limitations on the implied warranty of merchantability contained in Defendants' Warranty Information (a) are ambiguous and not set forth in clear and unmistakable language, (b) do not specifically refer to the warranty of merchantability, (c) are not in bold, underlined, italics, or colored ink, in larger point-type or different font, or is in any other way prominent or conspicuous.

69. Plaintiff, on behalf of himself and all others similarly situated, demand judgment against the Defendants for compensatory, incidental and consequential damages (excepting damages for personal injuries) for themselves and each member of the Class, for the establishment of a common fund, plus an award of attorneys' fees, interest and costs.

### **COUNT III - MAGNUSON MOSS WARRANTY ACT VIOLATIONS**

70. Plaintiff incorporates by reference all preceding allegations as if fully set forth herein.

71. Congress enacted the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301 et seq. (the "Act"), in 1975 in response to widespread complaints from consumers that many warranties were misleading and deceptive and were not being honored. To remedy this problem, the Act imposes civil liability on any "warrantor" for, inter alia, failing to comply with any obligation under a written warranty and/or implied warranty under state law. See 15

U.S.C. § 2310(d)(1). The Act authorizes a "suit for damages and other legal and equitable relief." *Id.* The Act authorizes the award of attorney fees, and expressly authorizes class actions. 15 U.S.C. § 2310(e). 15 U.S.C. § 2310(d)(3) of the Act establishes jurisdiction in the state courts and prohibits Federal jurisdiction if, inter alia, the action is brought as a class action, and the number of named plaintiffs is less than one hundred.

72. Defendants are "warrantors" within the meaning of § 2301(5) of the Act. Plaintiffs are "consumers" within the meaning of § 2301(3) of the Act.

73. Upon information and belief, Defendants knew or should have known at the time of sale that the ball joints incorporated in the Dodge Durango were defective and rendered the vehicle unfit for the customary and usual purposes of a sport utility vehicle.

74. Defendant impliedly warranted that the Durango vehicles would be merchantable, which warranty is implied within the meaning of § 2301(7) of the Act, and § 2-314 of the Uniform Commercial Code. See N.C.G.S. § 25-2-304. Defendants breached this implied warranty in the manner described above.

75. Defendants' knowledge of the fact that the control arm and the ball joints on the Dodge Durango were inherently defective and prone to sudden failure and that they would need repair and/or replacement, gave Defendant more than adequate opportunity to cure the problem, which opportunity it failed to timely undertake. Defendants were alerted to this problem by

(a) over 850 reports of ball joint failure to the National Highway Traffic Safety Administration (NHTSA);

(b) additional complaints registered directly from consumers;

(c) reports from their dealerships and authorized repair facilities regarding the nature and frequency of the premature failure of the ball joints;

(d) discussions in internet chatrooms, forums, and listserves sponsored by Defendants or, if not sponsored by Defendants, monitored by Defendants' employees;

(e) letters, phone calls, e-mail messages, and other messages, documents, and correspondence received from consumers, dealers, and repair facilities messages relating to the ball joint defect, repairs thereto, and the need for repairs;

(f) the July 2003 AP report referenced in paragraph 22 above;

(g) the filing of a class action lawsuit in July 2003 in Wisconsin calling for a recall and repair of the ball joint defects, among other claims;

(h) the investigation initiated by NHTSA into the Dodge Durango defective ball joint;

(i) an October 27, 2003 report from CBS News;

(j) a November 18, 2003 report by Consumer Affairs;

(k) a December 18, 2003, CBS News Report;

(l) a March 3, 2004 CBS News Report; and

(m) requests for action from consumer safety groups such as Public Citizen.

76. As of March 5, 2003, Defendants have steadfastly denied that there is a defect in the Durango upper ball joints that warrants a recall, repair, compensation, or other remedy to the consumers owning these vehicles.

77. Plaintiff Bussian and many other Class Members have made demand upon Defendants and/or Defendants' agents to make necessary repairs occasioned by the premature ball joint failure or to reimburse them for repairs made at other facilities, and have otherwise

provided Defendants them with a reasonable opportunity to comply with their warranty obligations, and Defendants have failed to comply with their written and implied warranty obligations.

78. Plaintiff and members of the Class were damaged by Defendants' failure to comply with its obligations under the above-referenced written and implied warranties. As a direct and proximate result of Defendants' breaches of these warranties, Plaintiff and the Class have suffered damages in an amount to be proven at the time of trial.

79. The number of named plaintiffs is fewer than one hundred.

#### **RELIEF REQUESTED**

WHEREFORE, on behalf of themselves and all others similarly situated, the Plaintiff prays that the Court certify the Class, enter judgment against Defendants and in favor of Plaintiff and the Class, and award additional relief as follows:

- a. For an award of actual damages in an amount above \$10,000, to be proven at trial, and the establishment of a common fund;
- b. For interest at the legal rate of interest on the foregoing sum;
- c. For attorneys' fees herein incurred as may be provided by law;
- d. For costs of suit herein incurred;
- e. All remedies, including equitable relief, as may be permitted pursuant to the Magnuson-Moss warranty Act, and
- e. For such other or further relief as may be appropriate under the circumstances.

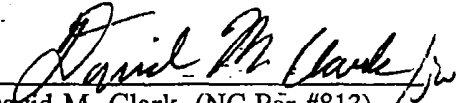
**JURY TRIAL DEMANDED**

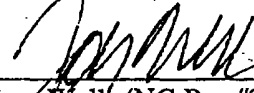
Plaintiff hereby demands a jury trial for all individual and class claims so triable.

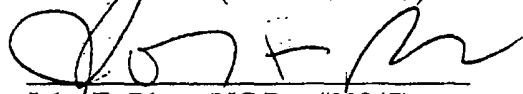
This, the 5th day of April, 2004.

**OF COUNSEL:**

CLARK BLOSS & WALL, PLLC  
125 South Elm Street, Suite 600  
P. O. Box 1349  
Greensboro, NC 27402-1349  
Telephone: 336-275-7275  
Facsimile: 336-275-7276

  
David M. Clark (NC Bar #813)

  
Jonathan Wall (NC Bar #22839)

  
John F. Bloss (NC Bar #23947)

Counsel for Plaintiffs



# CERTIFICATE OF SERVICE

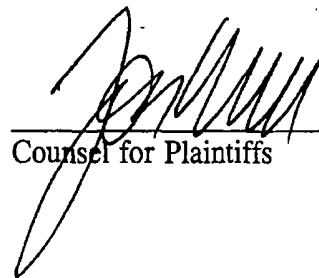
I hereby certify that the foregoing First Amended Class Action Complaint was served on defendants by mailing a copy thereof to their registered agents for service as follows:

CT Corporation, Registered Agent  
225 Hillsborough Street  
Raleigh, NC 27603

with a courtesy copy to:

Burley B. Mitchell, Jr. Esquire  
Womble Carlyle Sandrige & Rice  
P. O. Box 831  
Raleigh, NC 27602

This the 5th day of April, 2004.

  
Counsel for Plaintiffs

# EXHIBIT A



U.S. Department  
of Transportation  
  
National Highway  
Traffic Safety  
Administration

**DOT Auto Safety Hotline**  
**Vehicle Owner's Questionnaire**  
**To Report Vehicle Safety Defects**  
**1-888-DASH-2-DOT**  
**(1-888-327-4236)**  
**INTERNET:www.nhtsa.dot.gov/hotline**

FOR AGENCY USE ONLY 100148

Date Received

30-OCT-2003

Repository ☐

Reference No.  
10045092

**OWNER INFORMATION (Type or Print)**

Name .....

Address .....

City SACRAMENTO

State CA

Zip Code .....

Daytime Telephone Number

E-mail Address

Evening Telephone Number

Do you authorize NHTSA to provide a copy of this report to the manufacturer of your vehicle? ☐ YES ☒ NO  
In the absence of an authorization, NHTSA WILL NOT provide your name or address to the vehicle manufacturer.

Signature of Owner \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

**VEHICLE INFORMATION**

17 digit Vehicle Identification Number Located at bottom of windshield on driver's side  
1B4HS28N9YF142832

Make  
DODGE

Model  
DURANGO

Model Year  
2000

Date Purchased  
25-MAY-03

Dealer's Name and Telephone Number

Engine:  
No: Cylinders 8

Fuel Type:  
Gas

Original Owner  
☐

Dealer's City

State

Zip Code

Transmission Type  
AUTOMATIC

☒ Antilock Brakes  
☒ Cruise Control

Powertrain  
4 WHEEL DRIVE

Vehicle Component Code  
203000 WHEELS:LUGS/NUTS/BOLTS

Multiple Failure: 1

**FAILED COMPONENT(S)/PART(S) INFORMATION**

Incident Date(s)  
27-SEP-2003

Failure Mileage  
70000

Failure Speed  
75

**ADDITIONAL ITEMS TO BE COMPLETED WHEN REPORTING A TIRE FAILURE**

Tire Make

Tire Model (Name or Number)

Tire Size (Example P215/65R15)

DOT No. (Example: DOTM19ABC036)

☐ Original Equipment  
☐ Prior Repair

Failure Location:

Tire Component Code

Tire Failure Type

**ADDITIONAL ITEMS TO BE COMPLETED WHEN REPORTING A CHILD SEAT FAILURE**

Make:

Date Manufactured:

Model No./Name:

Seat Type:

Installation System:

Child Seat Component Code:

Failed Part:

**APPLICABLE INCIDENT INFORMATION**

(Please describe in detail the incident(s), failure(s), crash(es), and injury(ies).)

Crash

☒ Yes ☐ No

Fire

☐ Yes ☒ No

Number of Persons Injured

5

Number of Deaths

3

Reported to Police

Y

Narrative Description of Incident(S), Crash(es), and Injury(ies).

Please describe (1) events leading up to the failure, (2) failure and its consequences, and (3) what was done to correct the failure; i.e., parts repaired or replaced (and if old part is available).

WHILE DRIVING IN A 2000 DODGE DURANGO THE LEFT FRONT WHEEL FELL OFF CAUSING THE VEHICLE TO ROLL NUMEROUS TIMES. THREE PEOPLE DIED AS A RESULT OF THIS ACCIDENT. \*LA

Include, if available: Police/Fire Department Report, Photos, and Repair Invoice.

ATTACH ADDITIONAL SHEETS IF NECESSARY

The Privacy Act of 1974-Public Law 93-579 This information is requested pursuant to authority vested in the National Highway Traffic Safety Act and subsequent amendments. You are under no obligation to respond to this questionnaire. Your response may be used to assist the NHTSA in determining whether a Manufacturer should take appropriate action to correct a safety defect. If the NHTSA proceeds with administrative enforcement or litigation against a manufacturer, your response, or a statistical summary thereof, may be used in support of the agency's action.



U.S. Department  
of Transportation

National Highway  
Traffic Safety  
Administration

DOT Auto Safety Hotline

**Vehicle Owner's Questionnaire**  
To Report Vehicle Safety Defects  
1-888-DASH-2-DOT  
(1-888-327-4236)  
INTERNET: www.nhtsa.dot.gov/hotline

FOR AGENCY USE ONLY 100161

Date Received

27-JAN-2004

Repository ☐

Reference No.  
10044862

**OWNER INFORMATION (Type or Print)**

Name .....

Address .....

City WAXHAW

State NC

Zip Code .....

Daytime Telephone Number  
.....

E-mail Address  
.....

Evening Telephone Number  
.....

Do you authorize NHTSA to provide a copy of this report to the manufacturer of your vehicle? ☐ YES ☒ NO  
In the absence of an authorization, NHTSA WILL NOT provide your name or address to the vehicle manufacturer.

Signature of Owner \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

**VEHICLE INFORMATION**

17 digit Vehicle Identification Number Located at bottom of windshield on driver's side  
1B4HS28Z0XF655551

Make  
DODGE

Model  
DURANGO

Model Year  
1999

Date Purchased  
18-JAN-03

Dealer's Name and Telephone Number  
METROLINA DODGE

Engine:  
No: Cylinders 8

Fuel Type:  
Gas

Original Owner  
☒

Dealer's City  
CHARLOTTE

State  
NC

Zip Code  
28273

Transmission Type

☐ Antilock Brakes  
☐ Cruise Control

Powertrain

Vehicle Component Code  
200000 WHEELS

Multiple Failure: 1

**FAILED COMPONENT(S)/PART(S) INFORMATION**

Incident Date(s)  
06-AUG-2003

Failure Mileage  
40000

Failure Speed  
45

**ADDITIONAL ITEMS TO BE COMPLETED WHEN REPORTING A TIRE FAILURE**

Tire Make

Tire Model (Name or Number)

Tire Size (Example P215/65R15)

DOT No. (Example: DOTM19ABC036)

☐ Original Equipment  
☐ Prior Repair

Failure Location:

Tire Component Code

Tire Failure Type

**ADDITIONAL ITEMS TO BE COMPLETED WHEN REPORTING A CHILD SEAT FAILURE**

Make:

Date Manufactured:

Model No./Name:

Seat Type:

Installation System:

Child Seat Component Code:

Failed Part:

**APPLICABLE INCIDENT INFORMATION**

(Please describe in detail the incident(s), Failure(s), Crash(es), and injury(ies).)

Crash  
☒ Yes ☐ No

Fire  
☐ Yes ☒ No

Number of Persons Injured

Number of Deaths

Reported to Police  
Y

Narrative Description of Incident(s), Crash(es), and Injury(ies).

Please describe (1) events leading up to the failure, (2) failure and its consequences, and (3) what was done to correct the failure; i.e., parts repaired or replaced (and if old part is available).

WHILE DRIVING APPROXIMATELY 45 MPH, THE LEFT FRONT WHEEL COLLAPSED, AND CAUSED THE VEHICLE TO HIT ANOTHER VEHICLE. \*AK  
\*SC \*JB

Include, if available: Police/Fire Department Report, Photos, and Repair Invoice.

ATTACH ADDITIONAL SHEETS IF NECESSARY

The Privacy Act of 1974-Public Law 93-579 This information is requested pursuant to authority vested in the National Highway Traffic Safety Act and subsequent amendments. You are under no obligation to respond to this questionnaire. Your response may be used to assist the NHTSA in determining whether a Manufacturer should take appropriate action to correct a safety defect. If the NHTSA proceeds with administrative enforcement or litigation against a manufacturer, your response, or a statistical summary thereof, may be used in support of the agency's action.

<p><b>DOT Auto Safety Hotline</b>  <b>Vehicle Owner's Questionnaire</b>          To Report Vehicle Safety Defects          1-888-DASH-2-DOT          (1-888-327-4238)          INTERNET: www.nhtsa.dot.gov/hotline</p>		FOR AGENCY USE ONLY 100161	
		Date Received 2004 JAN 27 AM 11:24 26-OCT-2003	Repository <input type="checkbox"/>  Reference No. 1004462
<b>OWNER INFORMATION (Type or Print)</b>			
Name <span style="background-color: black; color: black;">XXXXXXXXXX</span>		Daytime Telephone Number <span style="background-color: black; color: black;">XXXXXXXXXX</span>	
Address <span style="background-color: black; color: black;">XXXXXXXXXX</span>		E-mail Address <span style="background-color: black; color: black;">XXXXXXXXXX</span>	
City WAXAHAW	State NC	Zip Code <span style="background-color: black; color: black;">XXXXXX</span>	
Evening Telephone Number <span style="background-color: black; color: black;">XXXXXXXXXX</span>			
Do you authorize NHTSA to provide a copy of this report to the manufacturer of your vehicle? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO In the absence of an authorization, NHTSA WILL NOT provide your name or address to the vehicle manufacturer. Signature of Owner _____ Date 1/1/2004			
<b>VEHICLE INFORMATION</b>			
17 edge vehicle identification number (located at bottom of windshield on driver's side) 1B4BS28Z0X <span style="background-color: black; color: black;">XXXXXXXXXX</span>		Make DODGE	Model DURANGO
		Model Year 1999	
Date Purchased 1-18-03	Dealer's Name and Telephone Number Metrolina Dodge		Engine: No. of Cylinders 8
Original Owner <input checked="" type="checkbox"/>	Dealer's City Charlotte, N.C.	State N.C.	Zip Code 28213
Transmission Type <input type="checkbox"/> Automatic <input type="checkbox"/> Cruise Control	Powertrain	Vehicle Component Code 300000 WHEELS	
Multiple Failure: 1			
<b>FAILED COMPONENT(S)/PART(S) INFORMATION</b>			
Incident Date(s) 06-AUG-2003	Failure Mileage 40000	Failure Speed 45	Left front end collapsed
<b>ADDITIONAL ITEMS TO BE COMPLETED WHEN REPORTING A TIRE FAILURE</b>			
Tire Make	Tire Model (Name or Number)		Tire Size (Example P215/65R15)
DOT No. (Example: DOTM5AUC036)	<input type="checkbox"/> Original Equipment <input type="checkbox"/> Prior Repair		Failure Location:
Tire Component Code		Tire Failure Type	
<b>ADDITIONAL ITEMS TO BE COMPLETED WHEN REPORTING A CHILD SEAT FAILURE</b>			
Make:	Date Manufactured:	Model No./Name:	
Seat Type:	Installation System:		
Child Seat Component Code:	Failed Part:		
<b>APPLICABLE INCIDENT INFORMATION</b> (Please describe in detail the incident(s), failure(s), crash(es), and injury(es).)			
Crash <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Fire <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Number of Persons Injured 0	Number of Deaths 0
Reported to Police Y			
Narrative Description of Incident(s), Crash(es), and Injury(es). Please describe (1) events leading up to the failure, (2) failure and its consequences, and (3) what was done to correct the failure; i.e. parts repaired or replaced (and if old part is available).			
WHILE DRIVING APPROXIMATELY 45 MPH LEFT FRONT WHEEL COLLAPSED, CAUSING THE VEHICLE TO HIT TWO OTHER VEHICLES THAT WERE ON THE ROAD. *AK <div style="text-align: center; font-size: 1.5em;">See police report</div> <div style="text-align: right; font-size: 1.5em;">one</div>			
Include, if available: Police/Fire Department Report, Photos, and Repair Invoice. <span style="float: right;">ATTACH ADDITIONAL SHEETS IF NECESSARY</span>			
<small>The Privacy Act of 1974 (Public Law 93-579) This information is requested pursuant to authority vested in the National Highway Traffic Safety Act and subsequent amendments. You are under no obligation to respond to this questionnaire. Your response may be used to assist the NHTSA in determining whether a manufacturer should take appropriate action to correct a safety defect. If the NHTSA proceeds with administrative enforcement or litigation against a manufacturer, your response, or a statistical summary thereof, may be used in support of the agency's action.</small>			

THIS REPORT IS FOR THE USE OF THE DIVISION OF MOTOR VEHICLES. THE DATA IS COLLECTED FOR STATISTICAL ANALYSIS AND SUBSEQUENT HIGHWAY SAFETY PROGRAMMING. DETERMINATION OF "FAULT" ARE THE RESPONSIBILITY OF INSURERS OR OF THE STATE'S COURTS.

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U.S. Department  
of Transportation

National Highway  
Traffic Safety  
Administration

DOT Auto Safety Hotline  
**Vehicle Owner's Questionnaire**  
To Report Vehicle Safety Defects  
1-888-DASH-2-DOT  
(1-888-327-4236)  
INTERNET: www.nhtsa.dot.gov/hotline

FOR AGENCY USE ONLY 100092

Date Received

14-AUG-2003

Repository ☐

Reference No.  
10034008

**OWNER INFORMATION (Type or Print)**

Name .....

Address .....

City OAKLAND

State NJ

Zip Code .....

Daytime Telephone Number

.....

E-mail Address

.....

Evening Telephone Number

.....

Do you authorize NHTSA to provide a copy of this report to the manufacturer of your vehicle? ☐ YES ☒ NO  
In the absence of an authorization, NHTSA WILL NOT provide your name or address to the vehicle manufacturer.

Signature of Owner \_\_\_\_\_ Date 8 / 14 / 2003

**VEHICLE INFORMATION**

17 digit Vehicle Identification Number Located at bottom of windshield on driver's side

Make

DODGE

Model

DURANGO

Model Year

1999

Date Purchased

Dealer's Name and Telephone Number

Engine:

No: Cylinders

Fuel Type:

Original Owner

☐

Dealer's City

State

Zip Code

Transmission Type

☐ Antilock Brakes

Powertrain

☐ Cruise Control

Vehicle Component Code

200000 WHEELS

Multiple Failure: 1

**FAILED COMPONENT(S)/PART(S) INFORMATION**

Incident Date(s)  
02-SEP-2002

Failure Mileage

Failure Speed

**ADDITIONAL ITEMS TO BE COMPLETED WHEN REPORTING A TIRE FAILURE**

Tire Make

Tire Model (Name or Number)

Tire Size (Example P215/65R15)

DOT No. (Example: DOTM19ABC036)

☐ Original Equipment  
☐ Prior Repair

Failure Location:

Tire Component Code

Tire Failure Type

**ADDITIONAL ITEMS TO BE COMPLETED WHEN REPORTING A CHILD SEAT FAILURE**

Make:

Date Manufactured:

Model No./Name:

Seat Type:

Installation System:

Child Seat Component Code:

Failed Part:

**APPLICABLE INCIDENT INFORMATION**

(Please describe in detail the incident(s), failure(s), crash(es), and injury(ies).)

Crash

☒ Yes ☐ No

Fire

☐ Yes ☒ No

Number of Persons Injured

Number of Deaths

Reported to Police

Y

Narrative Description of Incident(s), Crash(es), and Injury(ies).

Please describe (1) events leading up to the failure, (2) failure and its consequences, and (3) what was done to correct the failure; i.e., parts repaired or replaced (and if old part is available).

VEHICLE'S LEFT REAR WHEEL SEPARATED FROM AXLE CAUSING VEHICLE TO GO OUT OF CONTROL \*MR THE CONSUMER HAD GONE AROUND A SMALL BEND AND THE VEHICLE PULLED TO THE LEFT. AS THE CONSUMER TRIED TO STEER BACK INTO THE LANE, THE VEHICLE WENT INTO THE RIGHT LANE. THE CONSUMER HAD NO CONTROL OF THE STEERING. THE CONSUMER APPLIED THE BRAKES BUT THE VEHICLE DIDN'T SLOW DOWN, INSTEAD IT WENT OUT CONTROL AND TRAVELED BACKWARDS FACING TRAFFIC, THE VEHICLE HIT A BARRIER WALL OF THE BRIDGE ON THE DRIVERS SIDE, BOUNCED OFF THE WALL, SPUN AROUND AGAIN, AND HIT THE BARRIER WALL AGAIN IN THE REAR LEFT SIDE. THE VEHICLE SPUN AROUND AGAIN AND ENDED BACK ON THE INTERSTATE. THE LEFT REAR WHEEL HAD SEPARATED FROM THE VEHICLE AND WAS FOUND ACROSS THE HIGHWAY. A WITNESS STATED THAT IT APPEARED AS IF THE REAR AXLE CRACKED AND THE LEFT REAR WHEEL WENT AT AN OPPOSITE ANGLE OF THE VEHICLE. \*SCC \*JB

Include, if available: Police/Fire Department Report, Photos, and Repair Invoice.

ATTACH ADDITIONAL SHEETS IF NECESSARY

The Privacy Act of 1974-Public Law 93-579 This information is requested pursuant to authority vested in the National Highway Traffic Safety Act and subsequent amendments. You are under no obligation to respond this questionnaire. Your response may be used to assist the NHTSA in determining whether a Manufacturer should take appropriate action to correct a safety defect. If the NHTSA proceeds with administrative enforcement or litigation against a manufacturer, your response, or a statistical summary thereof, may be used in support of the agency's action.

 <b>DOT Auto Safety Hotline</b> <b>Vehicle Owner's Questionnaire</b> To Report Vehicle Safety Defects 1-888-DASH-2-DOT (1-888-327-4238) INTERNET: <a href="http://www.nhtsa.dot.gov/hotline">www.nhtsa.dot.gov/hotline</a>		FOR AGENCY USE ONLY 100145	
		Date Received <b>2004 FEB 26</b>	Repository <input type="checkbox"/>
U.S. Department of Transportation National Highway Traffic Safety Administration		28-OCT-2003 Referenced No. <b>38</b> <b>10044907</b>	
<b>OWNER INFORMATION (Type or Print)</b>			
Name <b>[REDACTED]</b>		Daytime Telephone Number <b>[REDACTED]</b>	
Address <b>[REDACTED]</b>		E-mail Address <b>[REDACTED]</b>	
City <b>IRONS</b>	State <b>MI</b>	Zip Code <b>[REDACTED]</b>	Evening Telephone Number <b>[REDACTED]</b>
Do you authorize NHTSA to provide a copy of this report to the manufacturer of your vehicle? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO In the absence of an authorization, NHTSA WILL NOT provide your name or address to the vehicle manufacturer. Signature of Owner _____ Date <b>1/1</b>			
<b>VEHICLE INFORMATION</b>			
17 digit Vehicle Identification Number located at bottom of windshield on driver's side <b>1B4HS28Y3W [REDACTED]</b>			
Make <b>DOODGE</b>		Model <b>DURANGO</b>	Model Year <b>1998</b>
Date Purchased <b>1-2001</b>	Dealer's Name and Telephone Number <b>Watson's Manistee Chrysler</b>		Engine: No. Cylinders <b>8</b>
Original Owner <input type="checkbox"/>	Dealer's City <b>Manistee</b>	State <b>MI</b> Zip Code <b>49660</b>	Fuel Type: <b>Gas</b>
Transmission Type <b>Automatic</b>	<input checked="" type="checkbox"/> Anti-lock Brakes	Powertrain	Vehicle Component Code <b>021620 SUSPENSION: FRONT: CONTROL ARM: UPPER BALL JOINT</b>
	<input checked="" type="checkbox"/> Cruise Control		Multiple Failure: <b>1</b>
<b>FAILED COMPONENT(S)/PART(S) INFORMATION</b>			
Incident Date(s) <b>23-NOV-2001</b>	Failure Mileage <b>87255</b>	Failure Speed <b>30</b>	<b>Shift - Arm - Hub - Potor - Fknuckle - wheel</b>
<b>ADDITIONAL ITEMS TO BE COMPLETED WHEN REPORTING A TIRE FAILURE</b>			
Tire Make	Tire Model (Name or Number)		Tire Size (Example P215/B&R15)
DOT No. (Example: DOT1MALQABC036)	<input type="checkbox"/> Original Equipment <input type="checkbox"/> Prior Repair	Failure Location:	
Tire Component Code		Tire Failure Type	
<b>ADDITIONAL ITEMS TO BE COMPLETED WHEN REPORTING A CHILD SEAT FAILURE</b>			
Make:	Date Manufactured:	Model No./Name:	
Seat Type:	Installation System:		
Child Seat Component Code:	Failed Part:		
<b>APPLICABLE INCIDENT INFORMATION</b> (Please describe in detail the incident(s), failure(s), condition(s), and injury(ies).)			
Crash <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Fire <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Number of Persons Injured <b>0</b>	Number of Deaths <b>0</b>
		Reported to Police <b>N</b>	
Narrative Description of Incident(s), Crash(es), and Injury(ies). Please describe (1) events leading up to the failure, (2) failure and its consequences, and (3) what was done to correct the failure, i.e. parts repaired or replaced (and if old part is available). <b>WHILE DRIVING 30 MPH DRIVER'S SIDE TIRE COLLAPSED WITHOUT WARNING. DEALER STATED UPPER BALL JOINTS FAILED. *AK</b>			
Include, if available: Police/Fire Department Report, Photos, and Retail Invoice. <span style="float: right;">ATTACH ADDITIONAL SHEETS IF NECESSARY</span>			
<small>The Privacy Act of 1974, Public Law 93-579 This information is requested pursuant to authority vested in the National Highway Traffic Safety Administration and subsequent amendments. You are under no obligation to respond to this questionnaire. Your response may be used to assist the NHTSA in determining whether a manufacturer should take appropriate action to correct a safety defect. If the NHTSA proceeds with administrative enforcement or litigation against a manufacturer, your response, or a statistical summary thereof, may be used in support of the agency's action.</small>			



Narrative Description of Incident(s), Failure(s), Crash(es), and Injury(ies)

We were on the Hwy & heard a squeaking noise took the next ramp off & on the drive to parking lot the wheel collapsed. We had 4 hrs & 20 mins in the car. It could of been worse. My husband called his friend in Texas to come & get us with a flatbed to tow us from Grand Rapids to Marquette (100 miles). Then the manager of service had a hard time passing this damage on the warranty. We ended up paying a deductible of \$500. I feel we should have insurance for the towing also. Try to call the corporation & if that's nowhere I'm filing a lawsuit. We are seriously considering this.

ATTACH ADDITIONAL SHEETS IF NECESSARY

U.S. Department of Transportation

National Highway Traffic Safety Administration

400 Seventh St., S.W.  
Washington, D.C. 20590

Official Business  
Penalty for Private Use \$300

**BUSINESS REPLY MAIL**

FIRST CLASS PERMIT NO 73173 WASHINGTON, D.C.

POSTAGE WILL BE PAID BY NATL. HWY. TRAFFIC SAFETY ADMIN.

U.S. Department of Transportation  
National Highway Traffic Safety Administration  
Office of Defects Investigation, NVS-216  
400 7th Street, SW  
Washington, DC 20590

NO POSTAGE  
NECESSARY  
IF MAILED  
IN THE  
UNITED STATES



**VEHICLE  
OWNER'S  
QUESTIONNAIRE**

**DOT AUTO SAFETY HOTLINE**

TO REPORT VEHICLE SAFETY DEFECTS  
COMPLETE THIS FORM

OR

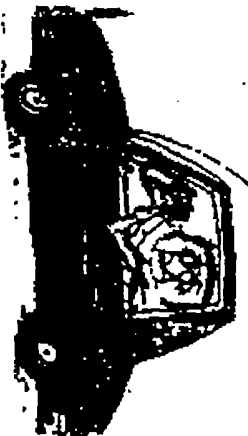
**DASH2DOT**

and dial toll free at

**1-888-DASH-2-DOT**

**1-888-327-4238**

DOT Auto Safety Hotline  
(DASH) 2 DOT



U.S. Department of Transportation  
National Highway Traffic Safety  
Administration  
http://www.safercar.gov/questionnaire

<b>U.S. Department of Transportation</b> National Highway Traffic Safety Administration		<b>DOT Auto Safety Hotline</b> <b>Vehicle Owner's Questionnaire</b> To Report Vehicle Safety Defects 1-888-DASH-2-DOT (1-888-327-4236) INTERNET: www.nhtsa.dot.gov/hotline		<b>FOR AGENCY USE ONLY 1288</b>	
		Date Received 2004 FEB 10 PM 1:30 30-OCT-2003	Repository <input type="checkbox"/> Reference No. 10048054		
<b>OWNER INFORMATION (Type or Print)</b>					
Name		Daytime Telephone Number		E-mail Address	
Address		Evening Telephone Number			
City	State	Zip Code			
WELLEVUE	MI				
Do you authorize NHTSA to provide a copy of this report to the manufacturer of your vehicle? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO In the absence of a manufacturer, please provide your name or address to the vehicle manufacturer. Signature of Owner: [Redacted] Date: 1/22/04					
<b>VEHICLE INFORMATION</b>					
17 digit Vehicle Identification Number Located at bottom of windshield on driver's side		Make	Model	Model Year	
1B4HS22Y8X [Redacted]		DODGE	DURANGO	1999	
Date Purchased	Dealer's Name and Telephone Number		Engine	Fuel Type:	
1-02	Sunshine Toyota		No: Cylinders		
Original Owner	Dealer's City	State	Zip Code		
<input type="checkbox"/>	Battle Creek	MI	49017		
Transmission Type	<input checked="" type="checkbox"/> Antilock Brakes	Powertrain		Vehicle Component Code	
	<input type="checkbox"/> Cruise Control			021520 SUSPENSION:FRONT:CONTROL ARM:UPPER BALL JOINT	
				Multiple Failures: 1	
<b>FAILED COMPONENT(S)/PART(S) INFORMATION</b>					
Incident Date(s)	Failure Mileage	Failure Speed			
18-JUN-2002	40000	85			
<b>ADDITIONAL ITEMS TO BE COMPLETED WHEN REPORTING A TIRE FAILURE</b>					
Tire Make	Tire Model (Name or Number)		Tire Size (Example P215/85R15)		
DOT No. (Example: DOTM18ABCD036)	<input type="checkbox"/> Original Equipment <input type="checkbox"/> Prior Repair		Failure Location:		
Tire Component Code			Tire Failure Type		
<b>ADDITIONAL ITEMS TO BE COMPLETED WHEN REPORTING A CHILD SEAT FAILURE</b>					
Make:	Date Manufactured:		Model No./Name:		
Seat Type:	Installation System:				
Child Seat Component Code:	Failed Part:				
<b>APPLICABLE INCIDENT INFORMATION</b> (Please describe in detail the incident, failure(s), condition, and injury(ies).)					
Crash <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Fire <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Number of Persons Injured	Number of Deaths	Reported to Police N	
Narrative Description of Incident(s), Crash(es), and Injury(ies). Please describe (1) events leading up to the failure, (2) failure and its consequences, and (3) what was done to correct the failure, i.e. parts repaired or replaced (and if old part is available...).  WHILE DRIVING 65 MPH FRONT BALL JOINTS SHAPPED, CAUSING THE FRONT DRIVERS' SIDE TIRE TO DISCONNECT FROM VEHICLE. CONSUMER MANAGED TO PULL OVER, AND HAD THE VEHICLE TOWED. DEALERSHIP MECHANIC WAS NOTIFIED, BUT THE PROBLEM STILL PERSISTS.*AK					
Includes, if available: Police/Fire Department Report, Photos, and Receipt Invoice. <span style="float: right;">ATTACH ADDITIONAL SHEETS IF NECESSARY</span>					
The Privacy Act of 1974 (Public Law 93-579) This information is requested pursuant to authority vested in the National Highway Traffic Safety Act and subsequent amendments. You are under no obligation to respond to this questionnaire. Your responses may be used to assist the NHTSA in determining whether a Manufacturer should take appropriate action to correct a safety defect. If the NHTSA proceeds with administrative enforcement or litigation against a manufacturer, your response or a statistical summary thereof, may be used in support of the agency's action.					

Narrative Description of Incident(s), Failure(s), Crash(es), and Injury(ies)

Ball joint & applicable parts were replaced at nearby garage on-6-19-02.  
(Ball joint, nuts, studs, rotor, Knuckle). Spare tire was installed. Additional tire and cap  
were purchased. Inside tire wear - had to replace all 4 tires 7-2-02. Tire  
wear still abnormal to date.

ATTACH ADDITIONAL SHEETS IF NECESSARY

U.S. Department  
of Transportation

National Highway  
Traffic Safety  
Administration

400 Seventh St., S.W.  
Washington, D.C. 20590

Official Business  
Penalty for Private Use \$300



NO POSTAGE  
NECESSARY  
IF MAILED  
IN THE  
UNITED STATES

**BUSINESS REPLY MAIL**

FIRST CLASS PERMIT NO 73173 WASHINGTON, D.C.

POSTAGE WILL BE PAID BY NATL. HWY. TRAFFIC SAFETY ADMIN.

U.S. Department of Transportation  
National Highway Traffic Safety Administration  
Office of Defects Investigation, NVS-216  
400 7th Street, S.W.  
Washington, DC 20590



**VEHICLE  
OWNER'S  
QUESTIONNAIRE**

**DOT AUTO SAFETY HOTLINE**

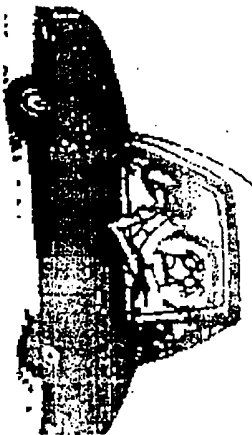
TO REPORT VEHICLE SAFETY DEFECTS  
COMPLETE THIS FORM  
ON

**DASH2DOT**

and dial toll free at

**1-888-DASH2DOT**  
**1-888-327-4236**

DOT Auto Safety Hotline  
(DASH) P.DOT



U.S. Department of Transportation  
National Highway Traffic Safety  
Administration  
<http://www.safercar.gov>



U.S. Department  
of Transportation

National Highway  
Traffic Safety  
Administration

DOT Auto Safety Hotline  
**Vehicle Owner's Questionnaire**  
To Report Vehicle Safety Defects  
1-888-DASH-2-DOT  
(1-888-327-4236)  
INTERNET: [www.nhtsa.dot.gov/hotline](http://www.nhtsa.dot.gov/hotline)

FOR AGENCY USE ONLY 252

Date Received

28-OCT-2003

Repository ☐

Reference No.  
10044903

**OWNER INFORMATION (Type or Print)**

Name .....

Address .....

City ALTOONA

State PA

Zip Code .....

Daytime Telephone Number

E-mail Address

Evening Telephone Number

Do you authorize NHTSA to provide a copy of this report to the manufacturer of your vehicle? ☐ YES ☒ NO  
In the absence of an authorization, NHTSA WILL NOT provide your name or address to the vehicle manufacturer.

Signature of Owner \_\_\_\_\_ Date 1 / 1

**VEHICLE INFORMATION**

17 digit Vehicle Identification Number Located at bottom of windshield on driver's side

Make

DODGE

Model

DURANGO

Model Year

1999

Date Purchased

Dealer's Name and Telephone Number

Engine:

No: Cylinders

Fuel Type:

Original Owner

☐

Dealer's City

State

Zip Code

Transmission Type

☐ Antilock Brakes

Powertrain

☐ Cruise Control

Vehicle Component Code

200000 WHEELS

Multiple Failure: 1

**FAILED COMPONENT(S)/PART(S) INFORMATION**

Incident Date(s)

28-OCT-2003

Failure Mileage

42000

Failure Speed

35

**ADDITIONAL ITEMS TO BE COMPLETED WHEN REPORTING A TIRE FAILURE**

Tire Make

Tire Model (Name or Number)

Tire Size (Example P215/65R15)

DOT No. (Example: DOTM19ABC036)

☐ Original Equipment

☐ Prior Repair

Failure Location:

Tire Component Code

Tire Failure Type

**ADDITIONAL ITEMS TO BE COMPLETED WHEN REPORTING A CHILD SEAT FAILURE**

Make:

Date Manufactured:

Model No./Name:

Seat Type:

Installation System:

Child Seat Component Code:

Failed Part:

**APPLICABLE INCIDENT INFORMATION**

(Please describe in detail the incident(s), Failure(s), Crash(es), and injury(ies).)

Crash

☐ Yes ☒ No

Fire

☐ Yes ☒ No

Number of Persons Injured

0

Number of Deaths

0

Reported to Police

N

Narrative Description of Incident(s), Crash(es), and Injury(ies).

Please describe (1) events leading up to the failure, (2) failure and its consequences, and (3) what was done to correct the failure; i.e., parts repaired or replaced (and if old part is available).

THE PASSENGER SIDE FRONT WHEEL FELL OFF WHILE DRIVING 35 MPH ON THE ROAD. DRIVER WAS ABLE TO PULL THE VEHICLE OFF THE ROAD. NO INJURIES WERE REPORTED. VEHICLE WAS TOWED TO THE DEALER. THE PROBLEM WAS UNDETERMINED AT THIS TIME. \*AK

Include, if available: Police/Fire Department Report, Photos, and Repair Invoice.

ATTACH ADDITIONAL SHEETS IF NECESSARY

The Privacy Act of 1974-Public Law 93-579 This information is requested pursuant to authority vested in the National Highway Traffic Safety Act and subsequent amendments. You are under no obligation to respond to this questionnaire. Your response may be used to assist the NHTSA in determining whether a Manufacturer should take appropriate action to correct a safety defect. If the NHTSA proceeds with administrative enforcement or litigation against a manufacturer, your response, or a statistical summary thereof, may be used in support of the agency's action.



U.S. Department  
of Transportation

National Highway  
Traffic Safety  
Administration

**DOT Auto Safety Hotline**  
**Vehicle Owner's Questionnaire**  
**To Report Vehicle Safety Defects**  
**1-888-DASH-2-DOT**  
**(1-888-327-4236)**  
**INTERNET: www.nhtsa.dot.gov/hotline**

FOR AGENCY USE ONLY 231

Date Received

23-JUL-2003

Repository ☐

Reference No.  
10029928

**OWNER INFORMATION (Type or Print)**

Name .....

Address .....

City SAINT CLAIR

State MI

Zip Code .....

Daytime Telephone Number

.....

E-mail Address

.....

Evening Telephone Number

.....

Do you authorize NHTSA to provide a copy of this report to the manufacturer of your vehicle? ☐ YES ☒ NO  
In the absence of an authorization, NHTSA WILL NOT provide your name or address to the vehicle manufacturer.

Signature of Owner .....

Date / /

**VEHICLE INFORMATION**

17 digit Vehicle Identification Number Located at bottom of windshield on driver's side

Make

DODGE

Model

DURANGO

Model Year

1999

Date Purchased

Dealer's Name and Telephone Number

Engine:

No: Cylinders

Fuel Type:

Original Owner

☐

Dealer's City

State

Zip Code

Transmission Type

☐ Antilock Brakes

Powertrain

☐ Cruise Control

Vehicle Component Code

200000 WHEELS

Multiple Failure: 1

**FAILED COMPONENT(S)/PART(S) INFORMATION**

Incident Date(s)

Failure Mileage

Failure Speed

**ADDITIONAL ITEMS TO BE COMPLETED WHEN REPORTING A TIRE FAILURE**

Tire Make

Tire Model (Name or Number)

Tire Size (Example P215/65R15)

DOT No. (Example: DOTM19ABC036)

☐ Original Equipment  
☐ Prior Repair

Failure Location:

Tire Component Code

Tire Failure Type

**ADDITIONAL ITEMS TO BE COMPLETED WHEN REPORTING A CHILD SEAT FAILURE**

Make:

Date Manufactured:

Model No./Name:

Seat Type:

Installation System:

Child Seat Component Code:

Failed Part:

**APPLICABLE INCIDENT INFORMATION**

(Please describe in detail the incident(s), failure(s), crash(es), and injury(ies).)

Crash

☐ Yes ☒ No

Fire

☐ Yes ☒ No

Number of Persons Injured

Number of Deaths

Reported to Police

N

**Narrative Description of Incident(s), Crash(es), and Injury(ies).**

Please describe (1) events leading up to the failure, (2) failure and its consequences, and (3) what was done to correct the failure; i.e., parts repaired or replaced (and if old part is available).

CONSUMER NOTICED WHILE TRAVELING 50-55 MPH AND WITHOUT ANY INDICATION PASSENGER'S FRONT WHEEL FELL OFF. DEALER WAS CONTACTED. \*AK

Include, if available: Police/Fire Department Report, Photos, and Repair Invoice.

ATTACH ADDITIONAL SHEETS IF NECESSARY

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U.S. Department  
of Transportation

National Highway  
Traffic Safety  
Administration

**DOT Auto Safety Hotline**  
**Vehicle Owner's Questionnaire**  
**To Report Vehicle Safety Defects**  
**1-888-DASH-2-DOT**  
**(1-888-327-4236)**  
**INTERNET: www.nhtsa.dot.gov/hotline**

FOR AGENCY USE ONLY 100184

Date Received

15-SEP-2003

Repository ☐

Reference No.  
10034118

**OWNER INFORMATION (Type or Print)**

Name .....

Address .....

City AURORA

State IL

Zip Code .....

Daytime Telephone Number .....

E-mail Address .....

Evening Telephone Number .....

Do you authorize NHTSA to provide a copy of this report to the manufacturer of your vehicle? ☐ YES ☒ NO  
In the absence of an authorization, NHTSA WILL NOT provide your name or address to the vehicle manufacturer.

Signature of Owner \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

**VEHICLE INFORMATION**

17 digit Vehicle Identification Number Located at bottom of windshield on driver's side  
1B4HS28N2YF134555

Make  
DODGE

Model  
DURANGO

Model Year  
2000

Date Purchased  
01-NOV-99

Dealer's Name and Telephone Number  
WESTSIDE DODGE

Engine:  
No: Cylinders 8

Fuel Type:  
Gas

Original Owner  
☒

Dealer's City  
NORTH AURORA

State  
IL

Zip Code .....

Transmission Type  
AUTOMATIC

☒ Antilock Brakes  
☐ Cruise Control

Powertrain

Vehicle Component Code  
021520 SUSPENSION:FRONT:CONTROL ARM:UPPER BALL JOINT  
Multiple Failure: 1

**FAILED COMPONENT(S)/PART(S) INFORMATION**

Incident Date(s)  
14-AUG-2003

Failure Mileage  
43000

Failure Speed  
5

**ADDITIONAL ITEMS TO BE COMPLETED WHEN REPORTING A TIRE FAILURE**

Tire Make

Tire Model (Name or Number)

Tire Size (Example P215/65R15)

DOT No. (Example: DOTM19ABC036)

☐ Original Equipment  
☐ Prior Repair

Failure Location:

Tire Component Code

Tire Failure Type

**ADDITIONAL ITEMS TO BE COMPLETED WHEN REPORTING A CHILD SEAT FAILURE**

Make:

Date Manufactured:

Model No./Name:

Seat Type:

Installation System:

Child Seat Component Code:

Failed Part:

**APPLICABLE INCIDENT INFORMATION**

(Please describe in detail the incident(s), failure(s), crash(es), and injury(ies).)

Crash

☐ Yes ☒ No

Fire

☐ Yes ☒ No

Number of Persons Injured

0

Number of Deaths

0

Reported to Police

N

Narrative Description of Incident(s), Crash(es), and Injury(ies).

Please describe (1) events leading up to the failure, (2) failure and its consequences, and (3) what was done to correct the failure;

Le, parts repaired or replaced (and if old part is available).

PE 03-032 FRONT SUSPENSION UPPER BALL JOINT: VEHICLE EXPERIENCED COMPLETE UPPER BALL JOINT FAILURE, WHICH CAUSED WHEEL SEPARATION, ALMOST RESULTING IN LOSS OF CONTROL. \*AK THE STEERING BECAME LOSE AND THE TIRE FELL FLAT TO THE GROUND. \*PH \*JB

Include, if available: Police/Fire Department Report, Photos, and Repair Invoice.

ATTACH ADDITIONAL SHEETS IF NECESSARY

The Privacy Act of 1974-Public Law 93-579 This information is requested pursuant to authority vested in the National Highway Traffic Safety Act and subsequent amendments. You are under no obligation to respond this questionnaire. Your response may be used to assist the NHTSA in determining whether a Manufacturer should take appropriate action to correct a safety defect. If the NHTSA proceeds with administrative enforcement or litigation against a manufacturer, your response, or a statistical summary thereof, may be used in support of the agency's action.



U.S. Department  
of Transportation  
  
National Highway  
Traffic Safety  
Administration

**DOT Auto Safety Hotline**  
**Vehicle Owner's Questionnaire**  
To Report Vehicle Safety Defects  
1-888-DASH-2-DOT  
(1-888-327-4236)  
INTERNET: www.nhtsa.dot.gov/hotline

FOR AGENCY USE ONLY 100145

Date Received

23-JUL-2003

Repository ☐

Reference No.  
10029971

**OWNER INFORMATION (Type or Print)**

Name .....

Address .....

City CHARLEROI

State PA

Zip Code .....

Daytime Telephone Number

.....

E-mail Address

.....

Evening Telephone Number

.....

Do you authorize NHTSA to provide a copy of this report to the manufacturer of your vehicle? ☒ YES ☐ NO  
In the absence of an authorization, NHTSA WILL NOT provide your name or address to the vehicle manufacturer.

Signature of Owner \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

**VEHICLE INFORMATION**

17 digit Vehicle Identification Number Located at bottom of windshield on driver's side

Make  
DODGE

Model  
DURANGO

Model Year  
2000

Date Purchased

Dealer's Name and Telephone Number

Engine:  
No: Cylinders

Fuel Type:

Original Owner  
☐

Dealer's City

State

Zip Code

Transmission Type

☐ Antilock Brakes

Powertrain

☐ Cruise Control

Vehicle Component Code

021520 SUSPENSION:FRONT:CONTROL ARM:UPPER BALL JOINT

Multiple Failure:

**FAILED COMPONENT(S)/PART(S) INFORMATION**

Incident Date(s)  
22-JUL-2003

Failure Mileage

Failure Speed

**ADDITIONAL ITEMS TO BE COMPLETED WHEN REPORTING A TIRE FAILURE**

Tire Make

Tire Model (Name or Number)

Tire Size (Example P215/65R15)

DOT No. (Example: DOTM9ABC036)

☐ Original Equipment  
☐ Prior Repair

Failure Location:

Tire Component Code

Tire Failure Type

**ADDITIONAL ITEMS TO BE COMPLETED WHEN REPORTING A CHILD SEAT FAILURE**

Make:

Date Manufactured:

Model No./Name:

Seat Type:

Installation System:

Child Seat Component Code:

Failed Part:

**APPLICABLE INCIDENT INFORMATION**

(Please describe in detail the Incident(s), Failure(s), Crash(es), and Injury(ies).)

Crash

☐ Yes ☒ No

Fire

☐ Yes ☒ No

Number of Persons Injured

Number of Deaths

Reported to Police

N

**Narrative Description of Incident(S), Crash(es), and Injury(ies).**


Please describe (1) events leading up to the failure, (2) failure and its consequences, and (3) what was done to correct the failure; i.e., parts repaired or replaced (and if old part is available).

CONSUMER STATES TOP BALL JOINTS SEPARATED AND WHEEL FELL OFF WHILE DRIVING. DEALER NOTIFIED. \*AK

Include, if available: Police/Fire Department Report, Photos, and Repair Invoice.

ATTACH ADDITIONAL SHEETS IF NECESSARY

The Privacy Act of 1974-Public Law 93-579 This information is requested pursuant to authority vested in the National Highway Traffic Safety Act and subsequent amendments. You are under no obligation to respond to this questionnaire. Your response may be used to assist the NHTSA in determining whether a Manufacturer should take appropriate action to correct a safety defect. If the NHTSA proceeds with administrative enforcement or litigation against a manufacturer, your response, or a statistical summary thereof, may be used in support of the agency's action.

 <b>Auto Safety Hotline</b> <b>Vehicle Owner's Questionnaire</b> NATIONWIDE 1-800-424-9393 DC METRO AREA (202) 366-0123 INTERNET: <a href="http://www.nhtsa.dot.gov">http://www.nhtsa.dot.gov</a>		<b>FOR AGENCY USE ONLY 335</b>	
		Date Received  <b>15-JUN-2001</b>	Od_or _____ Rt_dt _____ Od_rt _____ Rp_ltr _____  Reference No.  <b>890459</b>
Do you authorize NHTSA to provide a copy of report to the manufacturer of your vehicle? <input type="checkbox"/> YES <input type="checkbox"/> NO In the absence of an authorization, NHTSA WILL NOT provide your name and address to the vehicle manufacturer.			
Signature of Owner _____		Date _____	
<b>VEHICLE INFORMATION</b>			
Vehicle Ident. No. (VIN.) _____ <small>1. Leave blank if vehicle does not have a VIN.</small>	Vehicle Make  <b>DODGE TRUCK</b>	Vehicle Model  <b>DURANGO</b>	Vehicle Year  <b>2001</b>
Purchase Date _____ <input type="checkbox"/> New <input checked="" type="checkbox"/> Used		Dealer's Name _____ City _____ State _____ Zip Code _____	
Engine Size (CID/CC/L) _____ No. Cylinders _____		<input type="checkbox"/> Turbo <input type="checkbox"/> Diesel <input type="checkbox"/> Gas <input type="checkbox"/> Fuel Injection	
Transmission Type <input type="checkbox"/> Manual <input type="checkbox"/> Automatic	Antilock Brakes <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Restraint System <input type="checkbox"/> 3-Point Belt <input type="checkbox"/> Driverside Airbag <input type="checkbox"/> Passengerside Airbag <input type="checkbox"/> Motorbelt <input type="checkbox"/> 2-Point Bel	Cruise Control <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Drive Train <input type="checkbox"/> Front <input type="checkbox"/> Rear <input type="checkbox"/> 4-Wheel	Vehicle Type <input type="checkbox"/> Car <input type="checkbox"/> Van <input type="checkbox"/> Minivan <input type="checkbox"/> Other _____		Sport Util Truck <input type="checkbox"/> Motorcycle Body Style <input type="checkbox"/> 2-Door <input type="checkbox"/> 4-Door <input type="checkbox"/> Stationwagon <input type="checkbox"/> Pick Up Truck <input checked="" type="checkbox"/> Other _____
<b>FAILED COMPONENT(S)/PART(S) INFORMATION</b>			
Component <b>02600000</b>	Part Name(s) <b>WHEELS</b>	Location <input type="checkbox"/> Left <input type="checkbox"/> Front <input type="checkbox"/> Right <input type="checkbox"/> Rear	Failed Part's <input type="checkbox"/> Original <input type="checkbox"/> Replacement
No. of Failure  	Date(s) of Failure(s) <b>10-JUN-2001</b> Mileage at Failure(s) _____	Failed Part(s) <input type="checkbox"/> Yes <input type="checkbox"/> No	NHTSA Previously <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>APPLICATION INCIDENT INFORMATION</b>			
(Please describe in detail the incident(s), failure(s), crash(es), and injury(ies) on the back of this form)			
Crash <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Fire <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Number of Persons Injured  	Number of Fatalities  
Estimated Property Damage  		Reported to Police <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>NARRATIVE DESCRIPTION OF FAILURE(S), INCIDENT(S), INJURY(IES)</b>			
WHILE TURNING HEARD A POPPING NOISE AND VEHICLE STARTED TO GO TO LEFT. THEN, WHOLE FRONT DRIVER'S SIDE WHEEL CAME OFF. CONSUMER HAS YET TO CONTACT DEALER. PLEASE PROVIDE FURTHER INFORMATION. *AK			
<small>EXHIBIT 335-1-1-1</small>			
<small>The Privacy Act of 1974-Public Law 93-579 This information is requested pursuant to authority vested in the National Highway Traffic Safety Act and subsequent amendments. You are under no obligation to respond to this questionnaire. Your response may be used to assist the NHTSA in determining whether a manufacturer should take appropriate action to correct a safety defect. If the NHTSA proceeds with administrative enforcement or litigation against a manufacturer, your response, or a statistical summary thereof, may be used in support of the agency's action.</small>			





U.S. Department  
of Transportation  
  
National Highway  
Traffic Safety  
Administration

**DOT Auto Safety Hotline**  
**Vehicle Owner's Questionnaire**  
**To Report Vehicle Safety Defects**  
**1-888-DASH-2-DOT**  
**(1-888-327-4236)**  
**INTERNET: www.nhtsa.dot.gov/hotline**

FOR AGENCY USE ONLY 335

Date Received

12-NOV-2003

Repository ☐

Reference No.  
10030098

**OWNER INFORMATION (Type or Print)**

Name .....

Address .....

City CORONA

State CA

Zip Code .....

Daytime Telephone Number

E-mail Address

Evening Telephone Number

Do you authorize NHTSA to provide a copy of this report to the manufacturer of your vehicle? ☐ YES ☒ NO  
In the absence of an authorization, NHTSA WILL NOT provide your name or address to the vehicle manufacturer.

Signature of Owner \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

**VEHICLE INFORMATION**

17 digit Vehicle Identification Number Located at bottom of windshield on driver's side  
1B4HR28XYF112941

Make  
DODGE

Model  
DURANGO

Model Year  
2000

Date Purchased  
01-SEP-99

Dealer's Name and Telephone Number  
UNION DODGE

Engine:  
No: Cylinders 8

Fuel Type:  
Gas

Original Owner  
☒

Dealer's City  
GARDEN GROVE

State  
CA

Zip Code  
92840

Transmission Type  
AUTOMATIC

☒ Antilock Brakes  
☐ Cruise Control

Powertrain

Vehicle Component Code  
106000 POWER TRAIN:AXLE ASSEMBLY  
Multiple Failure: 1

**FAILED COMPONENT(S)/PART(S) INFORMATION**

Incident Date(s)  
18-JUL-2003

Failure Mileage  
33338

Failure Speed  
20

**ADDITIONAL ITEMS TO BE COMPLETED WHEN REPORTING A TIRE FAILURE**

Tire Make

Tire Model (Name or Number)

Tire Size (Example P215/65R15)

DOT No. (Example: DOTM19ABC036)

☐ Original Equipment  
☐ Prior Repair

Failure Location:

Tire Component Code

Tire Failure Type

**ADDITIONAL ITEMS TO BE COMPLETED WHEN REPORTING A CHILD SEAT FAILURE**

Make:

Date Manufactured:

Model No./Name:

Seat Type:

Installation System:

Child Seat Component Code:

Failed Part:

**APPLICABLE INCIDENT INFORMATION**

(Please describe in detail the incident(s), Failure(s), Crash(es), and Injury(ies).)

Crash  
☐ Yes ☒ No

Fire  
☐ Yes ☒ No

Number of Persons Injured

Number of Deaths

Reported to Police  
N

**Narrative Description of Incident(S), Crash(es), and Injury(ies).**

Please describe (1) events leading up to the failure, (2) failure and its consequences, and (3) what was done to correct the failure; i.e., parts repaired or replaced (and if old part is available).

WHILE PULLING INTO AN INTERSECTION VEHICLE MADE A LOUD CRUNCHING SOUND. CONSUMER PULLED OVER, AND NOTICED THAT DRIVERS SIDE FRONT WHEEL HAD ALMOST COME OFF. \*AK THE LEFT FRONT AXLE BROKE. MECHANIC RECOMMENDED REPLACING THE HUB AND BEARING, STEERING KNUCKLE, ABS SENSOR, FRONT BRAKE AND CALIPER PINS. CONSUMER DECLINED AND NOTED THAT THE REPAIR INCLUDED KEEPING THE FAILED PARTS. \*PH \*NLM

Include, if available: Police/Fire Department Report, Photos, and Repair Invoice.

ATTACH ADDITIONAL SHEETS IF NECESSARY

The Privacy Act of 1974-Public Law 93-579 This information is requested pursuant to authority vested in the National Highway Traffic Safety Act and subsequent amendments. You are under no obligation to respond to this questionnaire. Your response may be used to assist the NHTSA in determining whether a Manufacturer should take appropriate action to correct a safety defect. If the NHTSA proceeds with administrative enforcement or litigation against a manufacturer, your response, or a statistical summary thereof, may be used in support of the agency's action.



U.S. Department  
of Transportation  
  
National Highway  
Traffic Safety  
Administration

**DOT Auto Safety Hotline**  
**Vehicle Owner's Questionnaire**  
**To Report Vehicle Safety Defects**  
**1-888-DASH-2-DOT**  
**(1-888-327-4236)**  
**INTERNET:www.nhtsa.dot.gov/hotline**

FOR AGENCY USE ONLY 100148

Date Received

06-OCT-2003

Repository ☐

Reference No.  
10041324

**OWNER INFORMATION (Type or Print)**

Name .....

Address .....

City ALPHARETTA

State GA

Zip Code .....

Daytime Telephone Number

E-mail Address

Evening Telephone Number

Do you authorize NHTSA to provide a copy of this report to the manufacturer of your vehicle? ☒ YES ☐ NO  
In the absence of an authorization, NHTSA WILL NOT provide your name or address to the vehicle manufacturer.

Signature of Owner \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

**VEHICLE INFORMATION**

17 digit Vehicle Identification Number Located at bottom of windshield on driver's side

1B4HS28N5YF137482

Make

DODGE

Model

DURANGO

Model Year

2000

Date Purchased  
01-NOV-00

Dealer's Name and Telephone Number  
PALMER DODGE

Engine:  
No: Cylinders 6

Fuel Type:  
Gas

Original Owner  
☒

Dealer's City  
ROSWELL

State  
GA

Zip Code

Transmission Type  
AUTOMATIC

☐ Antilock Brakes  
☒ Cruise Control

Powertrain  
4 WHEEL DRIVE

Vehicle Component Code  
020000 SUSPENSION

Multiple Failure: 1

**FAILED COMPONENT(S)/PART(S) INFORMATION**

Incident Date(s)  
03-OCT-2003

Failure Mileage  
56000

Failure Speed  
10

**ADDITIONAL ITEMS TO BE COMPLETED WHEN REPORTING A TIRE FAILURE**

Tire Make

Tire Model (Name or Number)

Tire Size (Example P215/65R15)

DOT No. (Example: DOTM19ABC036)

☐ Original Equipment  
☐ Prior Repair

Failure Location:

Tire Component Code

Tire Failure Type

**ADDITIONAL ITEMS TO BE COMPLETED WHEN REPORTING A CHILD SEAT FAILURE**

Make:

Date Manufactured:

Model No./Name:

Seat Type:

Installation System:

Child Seat Component Code:

Failed Part:

**APPLICABLE INCIDENT INFORMATION**

(Please describe in detail the incident(s), failure(s), crash(es), and injury(ies).)

Crash

☐ Yes ☒ No

Fire

☐ Yes ☒ No

Number of Persons Injured

0

Number of Deaths

0

Reported to Police

N

**Narrative Description of Incident(s), Crash(es), and Injury(ies).**


**Please describe (1) events leading up to the failure, (2) failure and its consequences, and (3) what was done to correct the failure; i.e., parts repaired or replaced (and if old part is available).**


THE BALL JOINT HOLDING WHEEL ON VERTICAL AXLE FAILED CAUSING WHEEL TO TILT 45 DEGREES FROM A STRAIGHT ANGLE. LUCKILY THIS HAPPENED WHEN MY WIFE WAS LEAVING THE GROCERY PARKING LOT AND WAS NOT ON MAIN ROAD DRIVING HIGHER SPEED, OTHERWISE COULD HAVE BEEN FATAL. \*JB

Include, if available: Police/Fire Department Report, Photos, and Repair Invoice.

ATTACH ADDITIONAL SHEETS IF NECESSARY

The Privacy Act of 1974-Public Law 93-579 This information is requested pursuant to authority vested in the National Highway Traffic Safety Act and subsequent amendments. You are under no obligation to respond to this questionnaire. Your response may be used to assist the NHTSA in determining whether a Manufacturer should take appropriate action to correct a safety defect. If the NHTSA proceeds with administrative enforcement or litigation against a manufacturer, your response, or a statistical summary thereof, may be used in support of the agency's action.

 <b>DOT Auto Safety Hotline</b> <b>Vehicle Owner's Questionnaire</b> <b>To Report Vehicle Safety Defects</b> <b>1-888-DASH-2-DOT</b> <b>(1-888-327-4236)</b> <b>INTERNET: www.nhtsa.dot.gov/hotline</b>		<b>FOR AGENCY USE ONLY 100184</b>	
		Date Received  12-SEP-2003	Repository <input type="checkbox"/>  Reference No. 10034152
<b>OWNER INFORMATION (Type or Print)</b>			
Name .....		Daytime Telephone Number .....	
Address .....		E-mail Address .....	
City KINGMAN	State AZ	Zip Code .....	
Do you authorize NHTSA to provide a copy of this report to the manufacturer of your vehicle? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO In the absence of an authorization, NHTSA WILL NOT provide your name or address to the vehicle manufacturer.		Signature of Owner _____ Date ____/____/____	
<b>VEHICLE INFORMATION</b>			
17 digit Vehicle Identification Number Located at bottom of windshield on driver's side		Make DODGE	Model DURANGO
		Model Year 2000	
Date Purchased	Dealer's Name and Telephone Number UNKNOWN		Engine: No: Cylinders 8
Original Owner <input checked="" type="checkbox"/>	Dealer's City	State	Zip Code
Transmission Type <input type="checkbox"/> Antilock Brakes <input type="checkbox"/> Cruise Control	Powertrain	Vehicle Component Code 021520 SUSPENSION:FRONT:CONTROL ARM:UPPER BALL JOINT Multiple Failure: 1	
<b>FAILED COMPONENT(S)/PART(S) INFORMATION</b>			
Incident Date(s) 15-JUL-2003	Failure Mileage 99000	Failure Speed	
<b>ADDITIONAL ITEMS TO BE COMPLETED WHEN REPORTING A TIRE FAILURE</b>			
Tire Make	Tire Model (Name or Number)		Tire Size (Example P215/65R15)
DOT No. (Example: DOTM19ABC036)	<input type="checkbox"/> Original Equipment <input type="checkbox"/> Prior Repair	Failure Location:	
Tire Component Code		Tire Failure Type	
<b>ADDITIONAL ITEMS TO BE COMPLETED WHEN REPORTING A CHILD SEAT FAILURE</b>			
Make:	Date Manufactured:	Model No./Name:	
Seat Type:	Installation System:		
Child Seat Component Code:	Failed Part:		
<b>APPLICABLE INCIDENT INFORMATION</b> (Please describe in detail the incident(s), Failure(s), Crash(es), and injury(ies).)			
Crash <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Fire <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Number of Persons Injured 0	Number of Deaths 0
		Reported to Police N	
<b>Narrative Description of Incident(S), Crash(es), and Injury(ies).</b> Please describe (1) events leading up to the failure, (2) failure and its consequences, and (3) what was done to correct the failure; i.e. parts repaired or replaced (and if old part is available).			
PE 03-032, FRONT SUSPENSION UPPER BALL JOINT FAILURE: THE UPPER BALL JOINTS PREMATURELY WORE OUT AND THE WHEEL SEPARATED. *AK THE FRONT END VIBRATED WHILE DRIVING. BOTH UPPER AND LOWER BALL JOINTS WERE DIAGNOSED AS BAD. *PH *JB			
Include, if available: Police/Fire Department Report, Photos, and Repair Invoice. <b>ATTACH ADDITIONAL SHEETS IF NECESSARY</b>			
The Privacy Act of 1974-Public Law 93-579 This information is requested pursuant to authority vested in the National Highway Traffic Safety Act and subsequent amendments. You are under no obligation to respond to this questionnaire. Your response may be used to assist the NHTSA in determining whether a Manufacturer should take appropriate action to correct a safety defect. If the NHTSA proceeds with administrative enforcement or litigation against a manufacturer, your response, or a statistical summary thereof, may be used in support of the agency's action.			

 <b>U.S. Department of Transportation</b> <b>National Highway Traffic Safety Administration</b>		<b>DOT Auto Safety Hotline</b> <b>Vehicle Owner's Questionnaire</b> To Report Vehicle Safety Defects 1-888-DASH-3-DOT (1-888-327-4236) INTERNET <a href="http://www.nhtsa.dot.gov/hotline">www.nhtsa.dot.gov/hotline</a>		<b>FOR AGENCY USE ONLY 1368</b> Date Received: 2003 SEP -4 AM 9:42 23-JUL-2003 Repository <input type="checkbox"/> Reference No. 10029957	
<b>OWNER INFORMATION (Type or Print)</b>					
Name		Daytime Telephone Number		E-mail Address	
Address		Evening Telephone Number			
City	State	Zip Code			
BUFFALO	NY				
Do you authorize NHTSA to provide a copy of this report to the manufacturer of your vehicle? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO In the absence of an authorization, NHTSA WILL NOT provide your name or address to the vehicle manufacturer.					
Signature of Owner _____ Date 7/1/03					
<b>VEHICLE INFORMATION</b>					
17 digit Vehicle Identification Number Located at bottom of windshield on driver's side		Make	Model	Model Year	
		DODGE	DURANGO	2002	
Date Purchased	Dealer's Name and Telephone Number		Engine:	Fuel Type:	
			No: Cylinders		
Original Owner	Dealer's City	State	Zip Code		
15					
Transmission Type	<input checked="" type="checkbox"/> Antilock Brakes	Powertrain		Vehicle Component Code	
	<input type="checkbox"/> Cruise Control			021540 SUSPENSION-FRONT;CONTROL ARM;LOWER BALL JOINT	
Multiple Failure: 1					
<b>FAILED COMPONENT(S)/PART(S) INFORMATION</b>					
Incident Date(s)	Failure Mileage	Failure Speed			
17-JUL-2003					
<b>ADDITIONAL ITEMS TO BE COMPLETED WHEN REPORTING A TIRE FAILURE</b>					
The Make	The Model (Name or Number)		Tire Size (Example P215/65R15)		
DOT No. (Example: DOTM19ABC036)	<input type="checkbox"/> Original Equipment <input type="checkbox"/> Prior Repair		Failure Location:		
Tire Component Code			Tire Failure Type		
<b>ADDITIONAL ITEMS TO BE COMPLETED WHEN REPORTING A CHILD SEAT FAILURE</b>					
Make:	Date Manufactured:	Model No./Name:			
Seat Type:	Installation System:				
Child Seat Component Code:	Failed Part:				
<b>APPLICABLE INCIDENT INFORMATION</b> (Please describe in detail the incident(s), failure(s), crash(es), and injury(es).)					
Crash	Fire	Number of Persons Injured	Number of Deaths	Reported to Police	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			N	
Narrative Description of Incident(s), Crash(es), and Injury(es). Please describe (1) events leading up to the failure, (2) failure and its consequences, and (3) what was done to correct the failure; i.e., parts repaired or replaced (and if old part is available).					
CONSUMER STATED THAT WHILE DRIVING AND WITHOUT WARNING THE BALL JOINTS WERE WEARING OUT. DEALER NOTIFIED. *AK					
Include, if available: Police/Fire Department Report, Photos, and Repair Invoice. <b>ATTACH ADDITIONAL SHEETS IF NECESSARY</b>					
The Privacy Act of 1974 (Public Law 93-579) This information is requested pursuant to a authority vested in the National Highway Traffic Safety Act and subsequent amended statute. You are under no obligation to respond to this questionnaire. Your response may be used to assist the NHTSA in determining whether a Manufacturer should take appropriate action to correct a safety defect. If the NHTSA proceeds with an administrative enforcement or litigation against a manufacturer, your response, or a statistical summary thereof, may be used in support of the agency's action.					

Narrative Description of Incident(s), Failure(s), Crash(es), and Injury(ies)

On 11-26-02 I was driving on the NYS Thruway from Dunkirk NY to Buffalo NY when I lost control of my truck. As I pulled over to side of the road there was a fire under my truck. The truck was towed to the nearest Dodge Dealership. It was later transferred to the dealership it was bought. No one would tell me what had happen but they were going to fix it. I called Daimler Chrysler headquarters and they sent an investigator. They ruled the fire was an sustained and would fix everything. When I asked for a copy of this report I was told I could not get it without involving a lawyer.

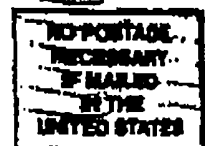
ATTACH ADDITIONAL SHEETS IF NECESSARY

U.S. Department  
of Transportation

National Highway  
Traffic Safety  
Administration

400 Seventh St., S.W.  
Washington, D.C. 20590

Official Business  
Penalty for Private Use \$300



**BUSINESS REPLY MAIL**

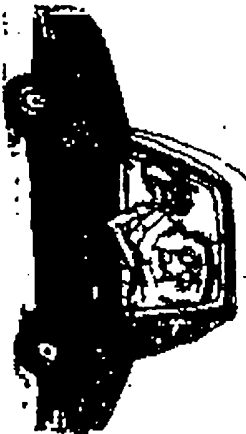
FIRST CLASS PERMIT NO 73173 WASHINGTON, D.C.

POSTAGE WILL BE PAID BY NHTL HWY. TRAFFIC SAFETY ADMIN.

U.S. Department of Transportation  
National Highway Traffic Safety Administration  
Office of Defects Investigation, NVS-216  
400 7th Street, SW  
Washington, DC 20590



U.S. Department of Transportation  
National Highway Traffic Safety  
Administration  
http://www.nhtsa.gov



DOT Auto Safety Hotline  
(DASH) 2-DOT

1-888-327-4256

1-888-DASH-2-DOT


and dial toll free at

**DASH2DOT**

TO REPORT VEHICLE SAFETY DEFECTS  
COMPLETE THIS FORM  
ON

**DOT AUTO SAFETY HOTLINE**

**VEHICLE  
OWNER'S  
QUESTIONNAIRE**

 <b>AUTO SAFETY HOTLINE</b> <b>VEHICLE OWNER'S QUESTIONNAIRE</b> <small>U.S. Department of Transportation National Highway Traffic Safety Administration</small> <small>NATIONWIDE 1-800-424-9383 DC METRO 202-366-0123</small>		FOR AGENCY USE ONLY	
<b>OWNER INFORMATION (TYPE OR PRINT)</b>  <b>NAME and ADDRESS</b> <div style="background-color: black; width: 100px; height: 40px;"></div>		<b>DATE RECEIVED</b> <b>RECEIVED</b> 26 AUG 25 PM 1:01	bd. or _____ rt. dt. _____ pd. n. _____ up. n. _____
		<b>OFFICE</b> <b>DEFECTS INVESTIGATION</b> <b>539331</b> <b>DAY TIME TELEPHONE NO.</b> <div style="background-color: black; width: 100px; height: 20px;"></div>	
Do you authorize NHTSA to provide a copy of this report to the manufacturer of your vehicle? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> In the absence of an authorization, NHTSA WILL NOT provide your name or address to the vehicle manufacturer.			
<b>SIGNATURE OF OWNER</b> <div style="background-color: black; width: 100px; height: 20px;"></div>		<b>DATE</b> 8-17-98	
<b>VEHICLE INFORMATION</b>			
<b>VEHICLE IDENTIFICATION NO.</b> 1B4HS28Y5WF132080		<b>VEHICLE MAKE</b> DODGE	<b>VEHICLE MODEL</b> DURANGO
<small>LOCATED AT BOTTOM OF WINDSHIELD ON DRIVER'S SIDE</small>		<b>MODEL YEAR</b> 98	
<b>CURRENT ODOMETER READING</b> <div style="border: 1px solid black; width: 40px; height: 20px;"></div>	<b>DATE PURCHASED</b> 1/31/98 <input type="checkbox"/> NEW <input type="checkbox"/> USED	<b>DEALER'S NAME, CITY &amp; STATE</b> DEPENDABLE DODGE CANOGA PARK, CA	
		<b>ENGINE SIZE (CID/CC/L)</b> 5.2 NO. CYLINDERS 8	<input type="checkbox"/> TURBO <input checked="" type="checkbox"/> DIESEL <input checked="" type="checkbox"/> GAS <input checked="" type="checkbox"/> FUEL INJECTN
<b>TRANSMISSION TYPE</b> <input type="checkbox"/> MANUAL <input checked="" type="checkbox"/> AUTOMATIC	<b>ANTILOCK BRAKES</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<b>RESTRAINT SYSTEM</b> <input checked="" type="checkbox"/> DRIVERSIDE AIRBAG <input type="checkbox"/> MOTORBELT <input checked="" type="checkbox"/> PASSENGERSIDE AIRBAG <input checked="" type="checkbox"/> 3-POINT BELT <input type="checkbox"/> 2-POINT BELT	<b>CAUSE CONTROL</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
		<b>DRIVETRAIN</b> <input type="checkbox"/> FRONT <input type="checkbox"/> REAR <input checked="" type="checkbox"/> 4-WHEEL	<b>BODY STYLE</b> STAWAG <input checked="" type="checkbox"/> HATCH BK 4 DR <input type="checkbox"/> VAN 2 DR <input type="checkbox"/> PK UP TRK OTHER <input type="checkbox"/> SUV
<b>FAILED COMPONENT(S)/PART(S) INFORMATION (REPORT TIRE INFORMATION ON BACK)</b>			
<b>COMPONENT</b> FRONT DIFFERENTIAL	<b>PART NAME(S)</b> FRONT DIFFERENTIAL	<b>LOCATION</b> <input checked="" type="checkbox"/> LEFT FRONT <input type="checkbox"/> RIGHT REAR	<b>FAILED PART(S)</b> <input checked="" type="checkbox"/> ORIGINAL <input type="checkbox"/> REPLACEMENT
<b>NO. OF FAILURES</b> 1	<b>DATE(S) OF FAILURE(S)</b> 8/7/98 <b>MILEAGE AT FAILURE(S)</b> 7,000 <b>VEHICLE SPEED AT FAILURE(S)</b> 45-50 MPH	<b>MANUFACTURER CONTACTED</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<b>NHTSA PREVIOUSLY CONTACTED</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
<b>APPLICABLE ACCIDENT INFORMATION</b>			
<b>ACCIDENT</b> <input type="checkbox"/> YES <input type="checkbox"/> NO	<b>FIRE</b> <input type="checkbox"/> YES <input type="checkbox"/> NO	<b>NUMBER PERSONS INJURED</b> _____	<b>NUMBER OF FATALITIES</b> _____
		<b>PROPERTY DAMAGE EST\$</b> _____	<b>POLICE REPORTED</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>NARRATIVE DESCRIPTION OF FAILURE(S), ACCIDENT(S), INJURY(IES)</b> HEARD NOISE FROM UNDER CAR AT 65 MPH, LET OFF ACCELERATOR STARTED TO PULL OVER TO SIDE OF FREEWAY WHEN FRONT WHEELS LOCKED-UP. WITH HIGH CENTER OF GRAVITY OF 4 W.D. VEHICLE IT FELT VERY UNSAFE. DEALER HAS HAD VEHICLE 11 DAYS SAYS FRONT DIFF. IS BEING REPLACED.			
CONTINUE ON BACK IF NEEDED			
<small>The Privacy Act of 1974 Public Law 93-579</small> This information is requested pursuant to authority vested in the National Highway Traffic Safety Act and subsequent amendments. You are under no obligation to respond to this questionnaire. Your response may		be used to assist the NHTSA in determining whether a manufacturer should take appropriate action to correct a safety defect. If the NHTSA proceeds with administrative enforcement or litigation against a manufacturer, your response, or a statistical summary thereof, may be used in support of the agency's action.	

<p><b>DOT Auto Safety Hotline</b>  <b>Vehicle Owner's Questionnaire</b>          To Report Vehicle Safety Defects          1-888-DASH-2-DOT          (1-888-327-4236)          INTERNET: <a href="http://www.nhtsa.dot.gov/hotline">www.nhtsa.dot.gov/hotline</a></p>		FOR AGENCY USE ONLY 1367	
		Date Received <b>2003 AUG 22 AM 9:38</b> 22-JUL-2003	Repistory <input type="checkbox"/> Reference No. <b>10029838</b>
<b>OWNER INFORMATION (Type or Print)</b>			
Name: [REDACTED]		Daytime Telephone Number: [REDACTED]	
Address: [REDACTED]		E-mail Address: [REDACTED]	
City: <b>CAPITOL HEIGHTS</b>	State: <b>MD</b>	Zip Code: [REDACTED]	
Do you authorize NHTSA, in the absence of an agent, to contact the manufacturer of your vehicle? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Provide your name or address to the vehicle manufacturer. Date: <b>7-28-03</b>			
Signature of Owner: [REDACTED]			
<b>VEHICLE INFORMATION</b>			
17 digit Vehicle Identification Number Located at bottom of windshield on driver's side: <b>1B4H52B43WF003065</b>		Make: <b>DODGE</b>	Model: <b>DURANGO</b>
		Model Year: <b>1998</b>	
Date Purchased: <b>6-12-98</b>	Dealer's Name and Telephone Number: <b>1051 E. DODGE ST KOONS DODGE (303) 241-4400</b>		Engine: Hoc Cylinders:
Original Owner: <b>RS</b>	Dealer's City: <b>FALLS CHURCH</b>	State: <b>VA</b>	Fuel Type: <b>UNLEADED</b>
		Zip Code: <b>22046</b>	<b>5.2L MPI V8</b>
Transmission Type: <b>AUTOMATIC</b>	<input checked="" type="checkbox"/> Anti-lock Brakes <input checked="" type="checkbox"/> Cruise Control	Powertrain: Vehicle Component Code: <b>021520 SUSPENSION:FRONT:CONTROL ARM:UPPER BALL JOINT</b> Multiple Failure: <b>1</b>	
<b>FAILED COMPONENT(S) / PART(S) INFORMATION</b>			
Incident Date(s):	Failure Mileage: <b>83000</b>	Failure Speed:	
<b>ADDITIONAL ITEMS TO BE COMPLETED WHEN REPORTING A TIRE FAILURE</b>			
Tire Make:	Tire Model (Name or Number):		Tire Size (Example P215/65R15)
DOT No. (Example: DOTM13ABC036)	<input type="checkbox"/> Original Equipment <input type="checkbox"/> Prior Repair	Failure Location:	
Tire Component Code:		Tire Failure Type:	
<b>ADDITIONAL ITEMS TO BE COMPLETED WHEN REPORTING A CHILD SEAT FAILURE</b>			
Make:	Date Manufactured:	Model No./Name:	
Seat Type:	Installation System:		
Child Seat Component Code:	Failed Part:		
<b>APPLICABLE INCIDENT INFORMATION</b> (Please describe in detail the incident(s), failure(s), crash(es), and injury(ies).)			
Crash: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Fire: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Number of Persons Injured:	Number of Deaths:
		Reported to Police: <b>N</b>	
Narrative Description of Incident(s), Crash(es), and Injury(ies). Please describe (1) events leading up to the failure, (2) failure and its consequences, and (3) what was done to correct the failure, i.e., parts repaired or replaced (and if old part is available).			
<b>WHILE DRIVING VEHICLE SUDDENLY LOST STEERING AND DRIVER LOST CONTROL OF VEHICLE. THIS WAS CAUSED BY UPPER/LOWER BALL JOINT FAILURE. *AK</b>			
Include, if available: Police/Fire Department Report, Photos, and Repair Invoice. <span style="float: right;">ATTACH ADDITIONAL SHEETS IF NECESSARY</span>			
<small>The Privacy Act of 1974 (Public Law 93-579) This information is requested pursuant to a authority vested in the National Highway Traffic Safety Act and subsequent amendments. You are under no obligation to respond to this questionnaire. Your response may be used to assist the NHTSA in determining whether a manufacturer should take appropriate action to correct a safety defect. If the NHTSA proceeds with an administrative enforcement or litigation against a manufacturer, your response, or a statistical summary thereof, may be used in support of the agency's action.</small>			

<p><b>DOT Auto Safety Hotline</b>  <b>Vehicle Owner's Questionnaire</b>          To Report Vehicle Safety Defects          1-888-DASH-2-DOT          (1-888-327-4238)          INTERNET: www.nhtsa.dot.gov/hotline</p>		FOR AGENCY USE ONLY 100147	
		Date Received <b>2003 DEC 24</b>	Repository <input type="checkbox"/>
<p><b>OWNER INFORMATION (Type or Print)</b></p> <p>Name: [REDACTED]</p> <p>Address: [REDACTED]</p> <p>City: <b>DOUGLASSVILLE</b> State: <b>PA</b> Zip Code: [REDACTED]</p>		<p>Reference No. <b>10048337</b></p> <p>Daytime Telephone Number: [REDACTED]</p> <p>Evening Telephone Number: [REDACTED]</p> <p>Email Address: [REDACTED]</p>	
		<p>Do you authorize NHTSA to provide a copy of this report to the manufacturer of your vehicle? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p> <p>In the absence of an authorization, NHTSA WILL NOT provide your name or address to the vehicle manufacturer.</p> <p>Signature of Owner: _____ Date: <b>1/1</b></p>	
<b>VEHICLE INFORMATION</b>			
17 digit Vehicle Identification Number Located at bottom of windshield on driver's side <b>1B4HS28Y1XF619925</b>		Make <b>DODGE</b>	Model <b>DURANGO</b>
Date Purchased <b>10-2002</b>	Dealer's Name and Telephone Number <b>COUNTY CHEVROLET 610-562-5174</b>		Model Year <b>1999</b>
Original Owner <b>BO</b>	Dealer's City <b>HAMBURG</b>	State <b>PA</b>	Fuel Type: <b>P70CT</b>
Transmission Type <b>AUTO 4WD</b>	<input checked="" type="checkbox"/> Antilock Brakes <input checked="" type="checkbox"/> Cruise Control	Powertrain <b>4WD</b>	Vehicle Component Code <b>021520 SUSPENSION:FRONT:CONTROL ARM:UPPER BALL JOINT</b>
Multiple Failure: <b>1</b>			
<b>FAILED COMPONENT(S)/PART(S) INFORMATION</b>			
Incident Date(s) <b>05-NOV-2003</b>	Failure Mileage <b>43236</b>	Failure Speed <b>Slow when TURNING</b>	<b>PREMATURE FAILURE OF UPPER + LOWER BALL JOINTS (3) TOTAL</b>
<b>ADDITIONAL ITEMS TO BE COMPLETED WHEN REPORTING A TIRE FAILURE</b>			
Tire Make	Tire Model (Name or Number)		Tire Size (Example P215/65R15)
DOT No. (Example: DOTM18AB0038)	<input type="checkbox"/> Original Equipment <input type="checkbox"/> Prior Repair		Failure Location:
Tire Component Code		Tire Failure Type	
<b>ADDITIONAL ITEMS TO BE COMPLETED WHEN REPORTING A CHILD SEAT FAILURE</b>			
Make:	Date Manufactured:	Model No./Name:	
Seat Type:	Installation System:		
Child Seat Component Code:	Failed Part:		
<b>APPLICABLE INCIDENT INFORMATION</b> (Please describe in detail the incident, failure(s), condition, and injury(ies).)			
Crash <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Fire <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Number of Persons Injured	Number of Deaths
		Reported to Police <b>N</b>	
Narrative Description of Incident(s), Crash(es), and Injury(ies). Please describe (1) events leading up to the failure, (2) failure and its consequences, and (3) what was done to correct the failure, i.e. parts repaired or replaced (and if old part is available).			
<p>WHEN TURNING THE STEERING WHEEL TOWARDS THE RIGHT IT LOCKED UP, CAUSING THE CONSUMER TO LOSE CONTROL OF THE VEHICLE. CONSUMER TOOK VEHICLE TO THE DEALERSHIP TO BE INSPECTED. MECHANIC INFORMED CONSUMER THAT THE UPPER BALL JOINTS WERE WEARING OUT PREMATURELY. *AK</p> <p>Consumer called Dealer (COUNTY CHEVROLET HAMBURG PA..</p> <p>Dealer told consumer (NO RECALL) (NO WARRANTY)</p> <p>Consumer then took auto to private mech. (AUTO PRO)</p> <p>INVOICE ENCLOSED.. TO FIND PREMATURE FAILURE OF (3) BALL JOINTS..</p>			
<p>Include, if available: Police/Fire Department Report, Photos, and Repair Invoice. ATTACH ADDITIONAL SHEETS IF NECESSARY.</p> <p>The Privacy Act of 1974 (Public Law 93-579) This information is requested pursuant to authority vested in the National Highway Traffic Safety Act and subsequent amendments. You are under no obligation to respond to this questionnaire. Your response may be used to assist the NHTSA in determining whether a manufacturer should take appropriate action to correct a safety defect. If the NHTSA proceeds with administrative enforcement or litigation against a manufacturer, your response or a statistical summary thereof, may be used in support of the agency's action.</p>			





## Office of Defects Investigation

## Complaints - Search Results

5 Records Displayed

Report Date : March 21, 2004 at 04:59 PM

TYPE : VEHICLE

YEAR : All Years

MAKE : DODGE

MODEL : DURANGO

Make : DODGE

Model : DURANGO

Year : 2003

Crash : No

Fire : No

Number of Injuries: 0

ODI ID Number : 10052058

Date of Failure: November 11, 2003

Component: SUSPENSION:FRONT:CONTROL ARM:UPPER BALL JOINT

## Summary:

PE 03-032/FRONT SUSPENSION/UPPER BALL JOINT FAILURE: AT ANY SPEED, CONSUMER INTERMITTENTLY HEARD A SEMI SCRAPING NOISE COMING FROM THE VEHICLE. CONSUMER'S MECHANIC WAS SCHEDULED TO GIVE THE VEHICLE A CHECK UP, BUT FELT FROM THE SYMPTOMS THAT IT WAS THE UPPER BALL JOINTS. \*AK

\* Make : DODGE

Model : DURANGO

Year : 2003

Crash : No

Fire : No

Number of Injuries: 0

ODI ID Number : 10061839

Date of Failure: January 26, 2004

Component: SUSPENSION:FRONT:CONTROL ARM:UPPER BALL JOINT

## Summary:

ON JANUARY 26, 2004, OUR 24 YEAR OLD SON, BRANT, WAS DRIVING OUR 2003 DODGE DURANGO ON I-85 NEAR COMMERCE, GEORGIA. TIME 2:00 AM. ROAD CONDITIONS COLD & RAINY. FOR UNKNOWN REASONS, THE RIGHT/FRONT TIRE AND MECHANICAL ASSEMBLY (BALL JOINTS, EVERYTHING) CAME OFF THE CAR CAUSING HIM TO SKID INTO RIGHT SIDE GUARD RAIL. NATIONWIDE INSURANCE ESTIMATED DAMAGE IN EXCESS OF \$12,000. THE DURANGO IS 10 MONTHS OLD WITH APPROXIMATELY 17,000 MILES ON THE ODOMETER. WE CONTACTED CHRYSLER CORPORATION REQUESTING A BUYBACK, OR RETURN OF OUR MONEY LESS REASONABLE MILEAGE ALLOCATIONS. WE FEEL THE PRODUCT IS DEFECTIVE AND NOW SERIOUSLY DAMAGED BEYOND REASONABLE REPAIR. CHRYSLER DENIED OUR CLAIM, REFUSED TO ISSUE COPIES OF REPORTS THEY USED FOR THEIR DENIAL, SIMPLY OPTING FOR REASONS UNKNOWN TO DISCUSS THE ISSUE ANY FURTHER. \*AK

\* Make : DODGE

Model : DURANGO

Year : 2003

Crash : No

Fire : No

Number of Injuries: 2

ODI ID Number : 10062192

Date of Failure: March 5, 2004

Component: SUSPENSION:FRONT:CONTROL ARM:UPPER BALL JOINT

## Summary:

DODGE DURANGO AXLE AND TIRE FROM THE FRONT/PASSENGER SIDE BROKE OFF AND CRASHED INTO THE FRONT OF MY VEHICLE. I BELIEVE THE ISSUE HAD TO DO WITH THE UPPER BALL JOINT OF THE DODGE DURANGO. \*AK



## Office of Defects Investigation

## Complaints - Search Results

171 Records Displayed.

Report Date : February 12, 2004 at 05:59 PM

TYPE : VEHICLE

YEAR : All Years

MAKE : DODGE

MODEL : DURANGO

Make : DODGE

Model : DURANGO

Year : 1998

Crash : No

Fire : No

Number of Injuries: 0

ODI ID Number : 10036624

Date of Failure: August 26, 1998

Component: SUSPENSION:FRONT:CONTROL ARM:UPPER BALL JOINT

## Summary:

BALL JOINTS HAVE WORN OUT PREMATURELY. \*NLM

Make : DODGE

Model : DURANGO

Year : 1998

Crash : No

Fire : No

Number of Injuries: 0

ODI ID Number : 10043143

Date of Failure: May 1, 2001

Component: SUSPENSION:FRONT:CONTROL ARM:UPPER BALL JOINT

## Summary:

I HAD TO REPLACE LEFT AND RIGHT BALL JOINTS ON A 1998 DODGE DURANGO AT APPROXIMATELY 45,000 MILES. IT COST \$1400. I JUST LEARNED ABOUT THIS SITE FROM THE DURANGO OWNERS CLUB ON YAHOO GROUPS. THE BALL JOINTS SEEM TO BE A PROBLEM FOR MANY PEOPLE. \*LA

Make : DODGE

Model : DURANGO

Year : 1998

Crash : No

Fire : No

Number of Injuries: 0

ODI ID Number : 10044907

Date of Failure: November 23, 2001

Component: SUSPENSION:FRONT:CONTROL ARM:UPPER BALL JOINT

## Summary:

WHILE DRIVING 30 MPH DRIVER'S SIDE TIRE COLLAPSED WITHOUT WARNING. DEALER STATED UPPER BALL JOINTS FAILED. \*AK

**Make :** DODGE                      **Model :** DURANGO                      **Year :** 1999  
**Crash :** No                      **Fire :** No                      **Number of Injuries:** 0  
**ODI ID Number :** 10028912                      **Date of Failure:** July 6, 2001  
**Component:** SUSPENSION:FRONT:CONTROL ARM:UPPER BALL JOINT

**Summary:**

RIGHT UPPER BALL JOINT AND BOTH TIE ROD ASSEMBLIES HAD EXCESSIVE PLAY. PARTS REPLACED UNDER EXTENDED WARRANTY ON 7/6/2001 AT 42,000 MILES. VEHICLE IS DRIVEN BY MATURE ADULTS AND NO OFF-ROADING DONE.

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**Make :** DODGE                      **Model :** DURANGO                      **Year :** 1999  
**Crash :** No                      **Fire :** No                      **Number of Injuries:** 0  
**ODI ID Number :** 10051195                      **Date of Failure:** July 19, 2001  
**Component:** SUSPENSION:FRONT:CONTROL ARM:UPPER BALL JOINT

**Summary:**

THE BALL JOINTS FAILED, CAUSING ALL 4 TIRES TO WEAR IMPROPERLY, TWICE.\*AK

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**Make :** DODGE                      **Model :** DURANGO                      **Year :** 1999  
**Crash :** No                      **Fire :** No                      **Number of Injuries:** 0  
**ODI ID Number :** 10034044                      **Date of Failure:** August 19, 2001  
**Component:** SUSPENSION:FRONT:CONTROL ARM:UPPER BALL JOINT

**Summary:**

PE 03-032. FRONT SUSPENSION UPPER BALL JOINT FAILURE. TWO SETS OF UPPER BALL JOINTS WERE REPLACED DUE TO PREMATURE WEAR.\*AK WHEN THE VEHICLE WAS AT THE DEALER FOR THE FIRST REPAIR, THEY REPLACED THE LOWER CONTROL ARM AND NOT THE LOWER BALL JOINT. THIS WAS COVERED UNDER WARRANTY. AFTER THE SECOND FAILURE, BOTH UPPER AND LOWER BALL JOINTS NEEDED TO BE REPLACED. THE VEHICLE WAS THEN OUT OF WARRANTY. MEPCO REFUSED TO COVER THE WORK UNDER WARRANTY BECAUSE THEY FELT THE UPPER JOINTS WERE EXCESSIVELY WORN. THEY BELIEVE THEY WERE BAD BEFORE THE WARRANTY WAS PURCHASED. \*PH \*JB

---

**Make :** DODGE                      **Model :** DURANGO                      **Year :** 1999  
**Crash :** No                      **Fire :** No                      **Number of Injuries:** 0  
**ODI ID Number :** 10044981                      **Date of Failure:** November 1, 2001  
**Component:** SUSPENSION:FRONT:CONTROL ARM:UPPER BALL JOINT

**Summary:**

WHILE DRIVING 40 MPH DOWN A HILL FRONT END MADE A GRINDING NOISE, AND IT BECAME DIFFICULT TO STOP. CONSUMER HAD FRONT BALL JOINTS REPLACED. \*AK

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**Make :** DODGE                      **Model :** DURANGO                      **Year :** 1999  
**Crash :** No                      **Fire :** No                      **Number of Injuries:** 0  
**ODI ID Number :** 10029191                      **Date of Failure:** December 18, 2001  
**Component:** SUSPENSION:FRONT:CONTROL ARM:UPPER BALL JOINT

**Summary:**

I READ ABOUT THIS IN THE NEWSPAPER, CALLED DODGE, AND FOUND OUT THE NTSB WAS LOOKING INTO THE PROBLEM. I PURCHASED A 1999 DODGE DURANGO IN FEBRUARY OF 2000, AND IT HAD 45,109 MILES ON IT. BEFORE I TOOK POSSESSION THEY HAD TO REPLACE THE BALL JOINTS (NOT SURE IF IT WAS UPPER/LOWER OR BOTH). THEN IN DECEMBER OF 2001 I WAS TOLD THEY WERE BAD, AND IT WASN'T UNDER WARRANTY. THEY (FOREST LAKE DODGE) REFUSED TO REPLACE LOWER BALL JOINTS AND BOTH TIE ROD ENDS AND ALLOWED ME TO

**Make :** DODGE                      **Model :** DURANGO                      **Year :** 1999  
**Crash :** No                      **Fire :** No                      **Number of Injuries:** 0  
**ODI ID Number :** 10029203                      **Date of Failure:** January 7, 2003  
**Component:** SUSPENSION:FRONT:CONTROL ARM:UPPER BALL JOINT  
**Summary:**  
BALL JOINTS NEEDED REPLACING AFTER 45,000 MILES. \*AK

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**Make :** DODGE                      **Model :** DURANGO                      **Year :** 1999  
**Crash :** No                      **Fire :** No                      **Number of Injuries:** 0  
**ODI ID Number :** 10028817                      **Date of Failure:** January 22, 2003  
**Component:** SUSPENSION:FRONT:CONTROL ARM:UPPER BALL JOINT  
**Summary:**

I HAVE A 1999 DODGE DURANGO. THE BALL JOINTS WRE OUT AND I HAD THE DRIVER'S SIDE WHEEL FALL OFF WHILE GOING DOWN THE ROAD. I SPENT SEVERAL THOUSAND DOLLARS IN REPAIRS AT A DODGE DEALERSHIP. HAS THERE BEEN A RECALL OR OTHER SIMILAR INCIDENTS? THANKS, KENNETH LOWRIE

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**Make :** DODGE                      **Model :** DURANGO                      **Year :** 1999  
**Crash :** No                      **Fire :** No                      **Number of Injuries:** 0  
**ODI ID Number :** 10043695                      **Date of Failure:** February 20, 2003  
**Component:** SUSPENSION:FRONT:CONTROL ARM:UPPER BALL JOINT  
**Summary:**

I AM THE ORIGINAL OWNER OF A 1999 DODGE DURANGO. IT CURRENTLY HAS 77,000 MILES ON IT. I JUST WATCHED A REPORT ON CBS EYE ON AMERICA ABOUT THE NHTSA'S INVESTIGATION INTO FAULTY UPPER BALL JOINTS ON THE DODGE DURANGOS. \*AK I'M WRITING BECAUSE IN THE REPORT A GENTLEMAN DESCRIBED THE SYMPTOMS HE FOUND, THAT WHEN CHECKED CONFIRMED THE BALL JOIN FAILURE. I HAVE BEEN CHASING THOSE EXACT SYMPTOMS FOR THE BETTER PART OF 2003. NO ONE HAS BEEN ABLE TO DIAGNOSE THE PROBLEM. I WANT TO KNOW HOW I CAN FOLLOW THIS ISSUE AND THE BEST COURSE OF ACTION FOR ME TO TAKE IMMEDIATELY. I AM ONE OF THOSE WHO LOST A TECH JOB 21 MONTHS AGO, I AM FIGHTING TO KEEP MY FAMILY AFLOAT FINANCIALLY WHILE I SECURE ANOTHER JOB - I CANNOT AFFORD TO PERFORM PREVENTIVELY MAINTENANCE ON MY DURANGO - AND IT IS NOT NORMAL WEAR AND TEAR, NOR IS IT MY FAULT. IF DODGE SHOULD BE HELD ACCOUNTABLE, I NEED THEM TO DO SO QUICKLY...MY FAMILY'S SAFETY IS NOW AT RISK.\*AK

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**Make :** DODGE                      **Model :** DURANGO                      **Year :** 1999  
**Crash :** No                      **Fire :** No                      **Number of Injuries:** 0  
**ODI ID Number :** 10029026                      **Date of Failure:** February 20, 2003  
**Component:** SUSPENSION:FRONT:CONTROL ARM:UPPER BALL JOINT  
**Summary:**

ON FEB 20, 2003 WHEN I BROUGHT MY DODGE DURANGO IN FOR ROUTINE SERVICE (49,070 MILES) I WAS INFORMED THAT, "THE UPPER BALL JOINTS AND TIE RODS WERE WORN OUT AND NEEDED REPLACEMENT OR THE STEERING COULD SUDDENLY FAIL." I WAS CHARGE \$865.28 FOR THIS REPAIR WHICH WAS NOT COVERED BY THE WARRANTY. I PROTESTED THAT IT WAS PREMATURE FOR THIS SORT OF WEAR AFTER ONLY 49000 MILES BUT THE MECHANIC INSISTED THE WORK NEEDED TO BE DONE FOR "SAFELY REASONS" AND THAT CHRYSLER WOULD NOT COVER THE COST. I HAVE THE RECEIPT FOR THE WORK.\*AK

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DODGE

Model : DURANGO

Year : 2000

: No

Fire : No

Number of Injuries: 0

ID Number : 10041324

Date of Failure: October 3, 2003

Component: WHEELS

## Summary:

THE BALL JOINT HOLDING WHEEL ON VERTICAL AXLE FAILED CAUSING WHEEL TO TILT 45 DEGREES FROM A STRAIGHT ANGLE. LUCKILY THIS HAPPENED WHEN MY WIFE WAS LEAVING THE GROCERY PARKING LOT AND WAS NOT ON MAIN ROAD DRIVING HIGHER SPEED, OTHERWISE COULD HAVE BEEN FATAL. \*JB

Make : DODGE

Model : DURANGO

Year : 2000

Crash : No

Fire : No

Number of Injuries: 0

ODI ID Number : 10046253

Date of Failure: November 3, 2003

Component: WHEELS

## Summary:

WHILE DRIVING 65 MPH AND WITHOUT WARNING FRONT PASSENGER WHEEL FELL OFF. THE DRIVER WAS ABLE TO PULL OVER TO THE SHOULDER. VEHICLE WAS TOWED TO THE DEALER FOR ANALYSIS. THE MECHANIC RECOMMENDED THAT THE WHEEL BE REPLACED. \*AK

Make : DODGE

Model : DURANGO

Year : 2000

Crash : No

Fire : No

Number of Injuries: 5

ODI ID Number : 10045092

Date of Failure: September 27, 2003

Component: WHEELS

## Summary:

WHILE DRIVING IN A 2000 DODGE DURANGO THE LEFT FRONT WHEEL FELL OFF CAUSING THE VEHICLE TO ROLL NUMEROUS TIMES. THREE PEOPLE DIED AS A RESULT OF THIS ACCIDENT. \*LA

Make : DODGE

Model : DURANGO

Year : 2000

Crash : No

Fire : No

Number of Injuries: 0

ODI ID Number : 894073

Date of Failure: July 22, 2001

Component: WHEELS

## Summary:

WHILE DRIVING 70 MPH LEFT REAR WHEEL FLARE CAME OFF AND NEARLY HIT VEHICLE BEHIND HIM. DEALER TAPED IT BACK ON. FACTORY REPRESENTATIVE SAID IT SEEMED TO BE SECURE. CONSUMER FELT THIS WAS A SEFETY ISSUE.\*AK CONSUMER STATES FACTORY INTALLS THIS WITH D2 SIDED TAPE. \*SLC

Make : DODGE

Model : DURANGO

Year : 2000

Crash : No

Fire : No

Number of Injuries: 0

ODI ID Number : 10030098

Date of Failure: July 18, 2003

Component: WHEELS

## Summary:

WHILE PULLING INTO AN INTERSECTION VEHICLE MADE A LOUD CRUNCHING SOUND. CONSUMER PULLED OVER, AND NOTICED THAT DRIVERS SIDE FRONT WHEEL HAD ALMOST COME OFF. \*AK THE LEFT FRONT AXLE BROKE. MECHANIC RECOMMENDED REPLACING THE HUB AND BEARING, STEERING KNUCKLE, ABS SENSOR, FRONT BRAKE AND CALIPER PINS. CONSUMER DECLINED AND NOTED THAT THE REPAIR INCLUDED KEEPING THE FAILED PARTS. \*PH

\*NLM



## Office of Defects Investigation

## Complaints - Search Results

Records Displayed.

Report Date : February 12, 2004 at 05:09 PM

TYPE : VEHICLE

YEAR : All Years

MAKE : DODGE

MODEL : DURANGO

Make : DODGE

Model : DURANGO

Year : 1999

Crash : No

Fire : No

Number of Injuries: 0

ODI ID Number : 10040813

Date of Failure: September 26, 2003

Component: WHEELS

## Summary:

CONSUMER STATED THAT WHEN HE PURCHASED TIRES IN MARCH OF 2002 AND WANTED THE TIRES ALIGNED, HE WAS TOLD BY DEALER THAT BALL JOINTS WERE BAD. LATER, TOOK VEHICLE TO ANOTHER DEALER AND WAS TOLD THAT BALL JOINTS WERE ALRIGHT. THEN ,ABOUT 2-3 WEEKS LATER WHILE PUTTING BRAKES ON VEHICLE DEALER NOTICED THAT WHEELS WERE WOBBLY DUE TO DEFECTIVE BALL JOINTS. HOWEVER, SINCE WARRANTY EXPIRED CONSUMER COULD NOT GET HELP.\*AK CONSUMER STATED THAT WHEN HE PURCHASED TIRES IN MARCH OF 2002 AND WANTED THE TIRES ALIGNED, HE WAS TOLD BY DEALER THAT BALL JOINTS WERE BAD. LATER, TOOK VEHICLE TO ANOTHER DEALER AND WAS TOLD THAT BALL JOINTS WERE ALRIGHT. THEN ,ABOUT 2-3 WEEKS LATER WHILE PUTTING BRAKES ON VEHICLE DEALER NOTICED THAT WHEELS WERE WOBBLY DUE TO DEFECTIVE BALL JOINTS. VEHICLE WAS OUT OF WARRANTY AND CONSUMER IS NOT ORGINIAL OWNER OF VEHICLE SO THE MANUFACTURER WOULD NOT DO ANYTHING TO HELP. THE ESTIMATE FOR REPAIRS CAME TO \$1943.25. \*MR

Make : DODGE

Model : DURANGO

Year : 1999

Crash : No

Fire : No

Number of Injuries: 0

ODI ID Number : 10044903

Date of Failure: October 28, 2003

Component: WHEELS

## Summary:

THE PASSENGER SIDE FRONT WHEEL FELL OFF WHILE DRIVING 35 MPH ON THE ROAD. DRIVER WAS ABLE TO PULL THE VEHICLE OFF THE ROAD. NO INJURIES WERE REPORTED. VEHILCE WAS TOWED TO THE DEALER. THE PROBLEM WAS UNDETERMINED AT THIS TIME. \*AK

Make : DODGE

Model : DURANGO

Year : 1999

Crash : No

Fire : No

Number of Injuries: 0

ODI ID Number : 10038486

Date of Failure: September 2, 2002

Component: WHEELS

## Summary:

LEFT REAR TIRE RIM SEPARATED FROM THE AXLE. CAUSING CONSUMER TO LOSE CONTROL. WHILE DRIVING AROUND A SMALL BEND IN THE ROAD THE VEHICLE PULLED TO THE LEFT. THE DRIVER TRIED TO STEER THE VEHICLE BACK INTO THE RIGHT LANE BUT LOST CONTROL IF THE VEHICLE. IT SPUN AROUND, HIT A BARRIER WALL AND CAME

**TSA ODI - Complaints**

Page 2 of 2

U REST FACING TRAFFIC. THE LEFT REAR WHEEL SEPARATED AND WAS FOUND ACROSS THE HIGHWAY. IT WAS DETERMINED BY AN INVESTIGATOR THAT THE LEFT REAR TIRE/RIM SEPARATED AND CAUSED THE ACCIDENT. \*NLM

**Make :** DODGE                      **Model :** DURANGO                      **Year :** 1999  
**Crash :** No                      **Fire :** No                      **Number of Injuries:** 0  
**ODI ID Number :** 10034008                      **Date of Failure:** September 2, 2002  
**Component:** WHEELS

**Summary:**

VEHICLE'S LEFT REAR WHEEL SEPARATED FROM AXLE CAUSING VEHICLE TO GO OUT OF-CONTROL. \*MR THE CONSUMER HAD GONE AROUND A SMALL BEND AND THE VEHICLE PULLED TO THE LEFT. AS THE CONSUMER TRIED TO STEER BACK INTO THE LANE, THE VEHICLE WENT INTO THE RIGHT LANE. THE CONSUMER HAD NO CONTROL OF THE STEERING. THE CONSUMER APPLIED THE BRAKES BUT THE VEHICLE DIDN'T SLOW DOWN, INSTEAD IT WENT OUT CONTROL AND TRAVELED BACKWARDS FACING TRAFFIC, THE VEHICLE HIT A BARRIER WALL OF THE BRIDGE ON THE DRIVERS SIDE, BOUNCED OFF THE WALL, SPUN AROUND AGAIN, AND HIT THE BARRIER WALL AGAIN IN THE REAR LEFT SIDE. THE VEHICLE SPUN AROUND AGAIN AND ENDED BACK ON THE INTERSTATE. THE LEFT REAR WHEEL HAD SEPARATED FROM THE VEHICLE AND WAS FOUND ACROSS THE HIGHWAY. A WITNESS STATED THAT IT APPEARED AS IF THE REAR AXLE CRACKED AND THE LEFT REAR WHEEL WENT AT AN OPPOSITE ANGLE OF THE VEHICLE. \*SCC \*JB

**Make :** DODGE                      **Model :** DURANGO                      **Year :** 1999  
**Crash :** No                      **Fire :** No                      **Number of Injuries:** 0  
**ODI ID Number :** 10044862                      **Date of Failure:** August 6, 2003  
**Component:** WHEELS

**Summary:**

WHILE DRIVING APPROXIMATELY 45 MPH LEFT FRONT WHEEL COLLAPSED, CAUSING THE VEHICLE TO HIT ONE OTHER VEHICLES THAT WERE ON THE ROAD. \*AK \*SC

**Make :** DODGE                      **Model :** DURANGO                      **Year :** 1999  
**Crash :** No                      **Fire :** No                      **Number of Injuries:** 0  
**ODI ID Number :** 10029928                      **Date of Failure:**  
**Component:** WHEELS

**Summary:**

CONSUMER NOTICED WHILE TRAVELING 50-55 MPH AND WITHOUT ANY INDICATION PASSENGER'S FRONT WHEEL FELL OFF. DEALER WAS CONTACTED. \*AK

**Make :** DODGE                      **Model :** DURANGO                      **Year :** 1999  
**Crash :** No                      **Fire :** No                      **Number of Injuries:** 0  
**ODI ID Number :** 10031911                      **Date of Failure:**  
**Component:** WHEELS

**Summary:**

CONSUMER STATED THAT VEHICLE WAS TAKEN IN FOR A ROUTINE INSPECTION, AND MECHANIC NOTICED THAT FRONT WHEELS WERE ABOUT TO FALL OFF DUE TO BALL JOINTS BEING WORN OUT.\*AK

IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF NORTH CAROLINA

JOHN BUSSIAN,

Plaintiff,

vs.

Cause No. \_\_\_\_\_

DAIMLERCHRYSLER CORPORATION;  
DAIMLERCHRYSLER AG;  
DAIMLERCHRYSLER MOTORS  
COMPANY OF DELAWARE LLC; and  
DAIMLERCHRYSLER NORTH  
AMERICA HOLDING CORPORATION,

Defendants.

**AFFIDAVIT OF STEPHEN L. WILLIAMS**

Stephen L. Williams, first being duly sworn, states:

1. I am more than twenty-one years of age and competent to make this affidavit. It is based on my personal knowledge, and a review of documents of DaimlerChrysler Corporation.

2. I received a Bachelor of Science in Mechanical Engineering from Michigan Technological University in 1986. I received a Masters in Business Administration from Wayne State University in 1992. I received a Masters in Mechanical Engineering from Wayne State University in 1996. Since 1990, I have been employed by DaimlerChrysler Corporation.

3. I understand that the vehicles at issue in this litigation (as alleged in the Complaint) are model-years 1998 through 2003 Dodge Durango vehicles, and that the plaintiff contends that the "control arm and the ball joint on the front suspension design are faulty, inferior, and prone to sudden failure."

4. I understand that through this lawsuit the plaintiff seeks all forms of equitable relief, and that such relief could include: an order for Defendants to redesign and retrofit the



control arm and upper ball joint on Dodge Durango vehicle from model year 1998 to 2003; and/or and order requiring Defendants to institute, at their own cost, a public awareness campaign to disseminate information about the alleged defect in these vehicles.

5. DaimlerChrysler Corporation now has available for installation in model-year 1998-2003 Dodge Durango vehicles a redesigned upper ball joint; however, there is no redesigned control arm or lower ball joint. If ordered by the Court to design and develop a different control arm and/or a different lower ball joint and/or a different upper ball joint (if the current redesign was not acceptable to the Court), set costs would have to be incurred by Defendants. I am familiar with the design and development costs incurred when a vehicle component must be retrofitted. If the Court were to find that the "control arm and the ball joint on the front suspension" of model-year 1998-2003 Dodge Durangos was improperly designed, and were to order Defendants to correct this condition, they would have to incur costs associated with redesign, development, and tooling. Because there are so many unknowns, no one can know for certain the exact amount of these costs. However, although the exact costs cannot be determined at this time, I can say, without any doubt, that the cost would exceed \$75,000. The costs involved would include, and not be limited to, redesign and development costs, and federal compliance report costs.

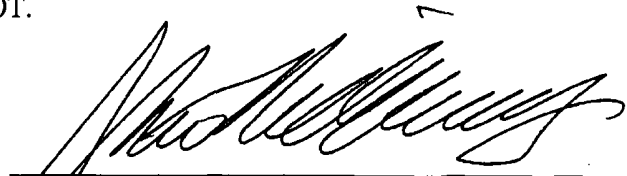
6. The redesign, development, and tooling costs described in Paragraph 5 would not be volume-dependent; in other words, the entire amount of the redesign, development, and tooling costs would have to be incurred even if the named Defendants were ordered to redesign the control arm or the lower ball joints or the upper ball joints on just the named plaintiff's vehicle.

7. I am also familiar with the costs associated with notifying vehicle owners of potential safety concerns. Even putting aside the cost of any television or print media advertising

which might be ordered by the Court, I can say, without any doubt, that the cost of notifying vehicle owners of any potential safety issue in model-year 1998-2003 Dodge Durangos would exceed \$75,000. Historical data at DaimlerChrysler Corporation indicates that the cost of formulating, procuring, and processing notice to a class of vehicle owners is at least \$1.50 per vehicle. The total number of model-year 1998 through 2003 Dodge Durango vehicles sold by DaimlerChrysler Corporation was in excess of 886,000. Thus, the cost of notification to Defendants would greatly exceed \$75,000.

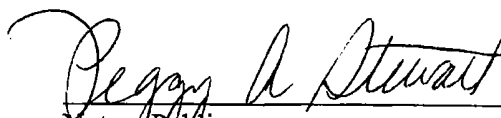
8. If the Court were to grant such equitable relief, and were to order the Defendants to provide such notification and/or conduct some type of public awareness campaign, these costs would be the same whether the order was entered in favor of the plaintiff, individually, or as the representative of the class.

FURTHER AFFIANT SAYETH NOT.

  
Stephen L. Williams

STATE OF MICHIGAN     )  
                                      )  
COUNTY OF OAKLAND    )

Subscribed and sworn to before me, a Notary Public, this 28th day of April, 2003

  
Notary Public  
**PEGGY A. STEWART**  
NOTARY PUBLIC MACOMB CO., MI  
MY COMMISSION EXPIRES May 2, 2005

My Commission Expires:

May 2, 2005

*acting in  
Oakland  
County*

ATTACHMENT/EXHIBIT \_\_\_\_\_

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF WISCONSIN

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BAJRAM ZEQRIRI, on behalf of himself  
and all others similarly situated,

Plaintiff,

v.

Case No. 03-C-0852

DAIMLERCHRYSLER AG,  
DAIMLERCHRYSLER NORTH  
AMERICA HOLDING CORPORATION,

Defendants.

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NAVDEEP SING, on behalf of himself  
and all others similarly situated,

Plaintiff,

v.

Case No. 03-C-0853

DAIMLERCHRYSLER AG,  
DAIMLERCHRYSLER NORTH  
AMERICA HOLDING CORPORATION,

Defendants.

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**ORDER**

These cases were removed from the Milwaukee County Circuit Court to this court on September 4, 2003. On September 17, 2003, defendant DaimlerChrysler North America Holding Corporation ("DCNA") filed a motion to consolidate the cases because they contained identical questions of law and

fact. *See* Fed. R. Civ. P. 42(a) (stating that a court may order actions consolidated where the actions involve a common question of law or fact). No party has objected to the motion to consolidate. The plaintiff in each action alleges that model-year 1998 through 2003 Dodge Durango vehicles are defective in that the upper ball joint is faulty, inferior, and prone to sudden failure; the plaintiffs seek relief under identical theories of recovery. (*See* Motion to Consolidate, ¶¶ 1, 4.) Therefore, the court will order that *Singh v. DaimlerChrysler AG, et al.*, Case No. 03-C-0853, be consolidated with *Zeqiri v. DaimlerChrysler AG, et al.*, Case No. 03-C-0852, for all further proceedings. All of the documents in these cases shall hereafter be docketed on the docket sheet for Case No. 03-C-0852 pursuant to Civil L.R. 42.1(b).

The plaintiffs filed motions to remand on the basis that the damages sought in the original complaint cannot reach the \$75,000 amount in controversy and that the first amended complaint does not seek injunctive relief and limits recovery below the amount in controversy. The court must deny the plaintiffs' motions. In determining whether the plaintiffs' claims exceed the amount in controversy, the court looks to the allegations of the plaintiffs' original complaints and ignores the scaled back relief sought in the plaintiffs' amended complaints. *See Gossmeier v. McDonald*, 128 F.3d 481, 487-88 (7th Cir. 1997) ("[W]hether subject matter jurisdiction exists is a question answered by looking at the

complaint *as it existed at the time the petition for removal was filed*. . . . Once an action is properly removed from state court to federal court, an amendment of the complaint rendering it outside the federal court's jurisdiction does not defeat the original removal.") (emphasis in original). *Compare Jeffrey v. Cross Country Bank*, 131 F. Supp. 2d 1067, 1069 (E.D. Wis. 2001) (remanding action where plaintiff disavowed a damage claim in excess of \$75,000 one day *before* removal was effected).

The cost to DCNA of the injunctive relief sought in the plaintiffs' original complaints exceeds \$75,000. In this circuit, "the jurisdictional minimum in diversity cases is not the amount sought by the plaintiff but the amount at stake to either party to the suit." *BEMI, L.L.C. v. Anthropologie, Inc.*, 301 F.3d 549, 553 (7th Cir. 2002), citing *Del Vecchio*, 230 F.3d at 977 (7th Cir. 2000); *In re Brand Name Prescription Drugs Antitrust Litigation*, 123 F.3d 599, 609 (7th Cir. 1997); *McCarty v. Amoco Pipeline Co.*, 595 F.2d 389, 395 (7th Cir. 1979) (adopting "either viewpoint" approach, where the amount in controversy can be determined from either the plaintiff's or the defendant's viewpoint). Therefore, if the cost to DCNA of complying with the injunctive relief would exceed \$75,000, the amount in controversy requirement is satisfied. *In re Brand Name Prescription Drugs*, 123 F.3d at 609-10 (discussing various ways in which injunctive relief might carry a case over the amount in controversy threshold).

DCNA argues that an injunction requiring DCNA "to repair the defective upper ball joint on Dodge Durangos from the model years 1998 to 2003" would force DCNA to redesign and redevelop that upper ball joint at a cost that would exceed \$75,000. DCNA also argues that an injunction requiring DCNA to "institute, at [its] own cost, an awareness campaign to alert the Class of the defect in and the dangers associated with, the Dodge Durango" would cost DCNA more than \$75,000. In support of its argument, DCNA submits an affidavit of Stephen L. Williams who states that both the redesign and the awareness campaign would cost more than \$75,000 and would do so whether the injunction ran in favor of one plaintiff or of the entire proposed class. (Williams Aff. ¶¶ 5-8.)<sup>1</sup> The plaintiffs reply that replacing a defective part would not constitute a change in DCNA's business processes, (*see* plaintiff's reply brief, at 3), but the plaintiffs do not dispute that redesigning the upper ball joint would cost DCNA more than \$75,000. Moreover, the plaintiffs do not dispute that an awareness campaign would cost DCNA more than \$75,000. DCNA has the burden of proving to a reasonable probability that jurisdiction exists because DCNA is the party attempting to invoke federal jurisdiction, *see Chase v. Shop 'N Save Warehouse Foods, Inc.*, 110 F.3d 424, 427 (7th Cir. 1997), and Williams' affidavit satisfies the

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<sup>1</sup>Williams' affidavit is attached as Exhibit B to DCNA's September 4, 2003 Notice of Removal.

court that there is a reasonable probability that the cost to DCNA of redesigning the upper ball joint and instituting an awareness campaign would exceed \$75,000. *See Holcombe v. Smithkline Beecham Corp.*, 272 F. Supp. 2d 792, 798 (E.D. Wis. 2003) ("An unchallenged affidavit with respect to the cost of complying with an injunction is sufficient to establish the amount in controversy."). The court must deny the plaintiffs' motions to remand.

DCNA has filed motions to dismiss the plaintiffs' original and amended complaints. Because the plaintiffs have filed amended complaints, the court will dismiss as moot DCNA's motions to dismiss the plaintiffs' original complaints. *See Duda v. Board of Educ. of Franklin Park Pub. Sch. Dist. No. 84*, 133 F.3d 1054, 1057 (7th Cir. 1998) (stating that an amended pleading supersedes the prior pleading). The court will also grant the plaintiffs' motions to stay briefing of DCNA's motion to dismiss the plaintiffs' amended complaints. The plaintiffs shall file a brief in response to DCNA's motions to dismiss the plaintiffs' first amended complaints on or before twenty (20) days from the date of this order; DCNA shall file a reply brief on or before twenty (20) days from the receipt of the plaintiffs' brief.

Accordingly,

**IT IS ORDERED** that DCNA's motions to consolidate [docket # 3 in Case No. 03-C-0852; docket # 3 in Case No. 03-C-0853] be and the same are hereby



**GRANTED**; Case No. 03-C-0852 and Case No. 03-C-0853 are hereby **CONSOLIDATED** under Case No. 03-C-0852;

**IT IS FURTHER ORDERED** that the plaintiffs' motions to remand [docket # 5 in Case No. 03-C-0852; docket # 5 in Case No. 03-C-0853] be and the same are hereby **DENIED**;

**IT IS FURTHER ORDERED** that DCNA's October 9, 2003 motions to dismiss the plaintiffs' original complaints [docket # 9 in Case No. 03-C-0852; docket # 7 in Case No. 03-C-0853] be and the same are hereby **DENIED** as moot;

**IT IS FURTHER ORDERED** that the plaintiffs' motions to stay briefing [docket # 21 in Case No. 03-C-0852; docket # 15 in Case No. 03-C-0853] be and the same are hereby **GRANTED**;

**IT IS FURTHER ORDERED** that the plaintiffs' motions to clarify time to respond [docket # 15 in Case No. 03-C-0852; docket # 12 in Case No. 03-C-0853] be and the same are hereby **GRANTED**; the plaintiff shall file a brief in response to DCNA's motion to dismiss the plaintiff's first amended complaint

on or before twenty (20) days from the date of this order; DCNA shall file a reply brief on or before twenty (20) days from the receipt of the plaintiff's brief.

Dated at Milwaukee, Wisconsin this 9th day of April, 2004.

BY THE COURT:

s/ J. P. Stadtmueller  
J. P. Stadtmueller  
U.S. District Judge

ATTACHMENT/EXHIBIT \_\_\_\_\_

IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF NORTH CAROLINA

JOHN BUSSIAN,

Plaintiff,

vs.

Cause No. \_\_\_\_\_

DAIMLERCHRYSLER CORPORATION;  
DAIMLERCHRYSLER AG;  
DAIMLERCHRYSLER MOTORS  
COMPANY OF DELAWARE LLC; and  
DAIMLERCHRYSLER NORTH  
AMERICA HOLDING CORPORATION,

Defendants.

**AFFIDAVIT OF STEPHEN L. WILLIAMS**

Stephen L. Williams, first being duly sworn, states:

1. I am more than twenty-one years of age and competent to make this affidavit. It is based on my personal knowledge, and a review of documents of DaimlerChrysler Corporation.

2. I received a Bachelor of Science in Mechanical Engineering from Michigan Technological University in 1986. I received a Masters in Business Administration from Wayne State University in 1992. I received a Masters in Mechanical Engineering from Wayne State University in 1996. Since 1990, I have been employed by DaimlerChrysler Corporation.

3. I understand that the vehicles at issue in this litigation (as alleged in the Complaint) are model-years 1998 through 2003 Dodge Durango vehicles, and that the plaintiff contends that the "control arm and the ball joint on the front suspension design are faulty, inferior, and prone to sudden failure."

4. I understand that through this lawsuit the plaintiff seeks all forms of equitable relief, and that such relief could include: an order for Defendants to redesign and retrofit the

control arm and upper ball joint on Dodge Durango vehicle from model year 1998 to 2003; and/or and order requiring Defendants to institute, at their own cost, a public awareness campaign to disseminate information about the alleged defect in these vehicles.

5. DaimlerChrysler Corporation now has available for installation in model-year 1998-2003 Dodge Durango vehicles a redesigned upper ball joint; however, there is no redesigned control arm or lower ball joint. If ordered by the Court to design and develop a different control arm and/or a different lower ball joint and/or a different upper ball joint (if the current redesign was not acceptable to the Court), set costs would have to be incurred by Defendants. I am familiar with the design and development costs incurred when a vehicle component must be retrofitted. If the Court were to find that the “control arm and the ball joint on the front suspension” of model-year 1998-2003 Dodge Durangos was improperly designed, and were to order Defendants to correct this condition, they would have to incur costs associated with redesign, development, and tooling. Because there are so many unknowns, no one can know for certain the exact amount of these costs. However, although the exact costs cannot be determined at this time, I can say, without any doubt, that the cost would exceed \$75,000. The costs involved would include, and not be limited to, redesign and development costs, and federal compliance report costs.

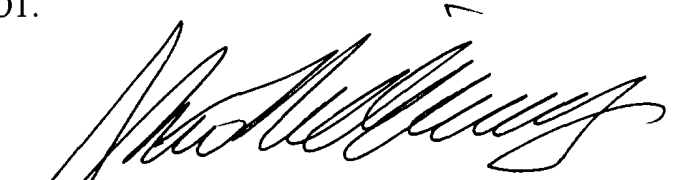
6. The redesign, development, and tooling costs described in Paragraph 5 would not be volume-dependent; in other words, the entire amount of the redesign, development, and tooling costs would have to be incurred even if the named Defendants were ordered to redesigned the control arm or the lower ball joints or the upper ball joints on just the named plaintiff’s vehicle.

7. I am also familiar with the costs associated with notifying vehicle owners of potential safety concerns. Even putting aside the cost of any television or print media advertising

which might be ordered by the Court, I can say, without any doubt, that the cost of notifying vehicle owners of any potential safety issue in model-year 1998-2003 Dodge Durangos would exceed \$75,000. Historical data at DaimlerChrysler Corporation indicates that the cost of formulating, procuring, and processing notice to a class of vehicle owners is at least \$1.50 per vehicle. The total number of model-year 1998 through 2003 Dodge Durango vehicles sold by DaimlerChrysler Corporation was in excess of 886,000. Thus, the cost of notification to Defendants would greatly exceed \$75,000.

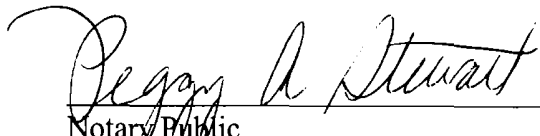
8. If the Court were to grant such equitable relief, and were to order the Defendants to provide such notification and/or conduct some type of public awareness campaign, these costs would be the same whether the order was entered in favor of the plaintiff, individually, or as the representative of the class.

FURTHER AFFIANT SAYETH NOT.

  
\_\_\_\_\_  
Stephen L. Williams

STATE OF MICHIGAN     )  
                                      )  
COUNTY OF OAKLAND    )

Subscribed and sworn to before me, a Notary Public, this 28th day of April, 2003

  
\_\_\_\_\_  
Notary Public  
**PEGGY A. STEWART**  
**NOTARY PUBLIC MACOMB CO., MI**  
**MY COMMISSION EXPIRES May 2, 2005**

My Commission Expires:

May 2, 2005

*Acting in  
Oakland  
County*